



GENERAL TERMS AND CONDITIONS OF PURCHASE GOODS AND SERVICES

CHAPTER ONE – GENERAL

1 Definitions

- 1.1 **"Affiliates"** company that directly or indirectly through one or more other companies, Controls, is Controlled by, or is under common Control with LeasePlan Corporation N.V., whereby Control means: (i) the direct or indirect ownership of 40% or more of the voting capital, (ii) the right to exercise in aggregate 40% or more of the votes at the relevant company's general shareholders' meeting, or (iii) the right to act as a purchasing entity and/or (iv) to contract on behalf of the company.
- 1.2 **"Agreement"** shall mean any agreement, such as a statement of work or purchase order, between LeasePlan and Supplier concerning the delivery of Goods or Services, together with these General Terms and Conditions.
- 1.3 **"Amendments"** shall mean additions and/or amendments to an Agreement and for which time and price shall be agreed upon with Supplier in writing.
- 1.4 **"Background Material"** shall mean any materials existing prior to commencement of the Agreement such as, but not limited to models, methodologies, help-programmes, modules, programme components, such as libraries, pre-existing material as well as standard products used by Supplier for the performance of the Agreement, that are proprietary to Supplier or to Third Parties, including all intellectual property rights therein and together with any enhancements and modifications thereto.
- 1.5 **"Clause"** shall mean an article of these General Terms and Conditions.
- 1.6 **"Data Protection Law"** shall mean General Data Protection Regulation 2016/679 (GDPR), GDPR implementation laws and all laws and regulations and sectoral recommendations in relation to the processing of personal data.
- 1.7 **"Deliverables"** shall mean any identifiable work product resulting from the performance of Services, including without limitation, products and materials, documentation (including reports and specifications) all whether in electronic form or otherwise.
- 1.8 **"Delivery Date"** shall mean the date on/by which the Goods are to be delivered/Services are to be performed as set out in the Agreement.
- 1.9 **"Exit Period"** shall mean the period between the date of termination of the Agreement and the date on which the provision of the Services is transferred from Supplier to a replacement supplier or to LeasePlan, or a longer period if such is agreed upon, upon termination of the Agreement, for whatever reason.
- 1.10 **"General Terms and Conditions"** shall mean the general terms and conditions as contained herein.
- 1.11 **"Goods"** shall mean the goods and related accessories, spare parts, documentation and other deliverables set out in the Agreement and to be supplied by Supplier.
- 1.12 **"LeasePlan"** shall mean LPCorp and/or any of its Affiliates with which Supplier enters into an Agreement as applicable.
- 1.13 **"LeasePlan Data"** shall mean all data to which Supplier has access in the performance of the Agreement
- 1.14 **"LPCorp"** shall mean LeasePlan Corporation N.V., having its principal office at Gustav Mahlerlaan 360, 1082 ME Amsterdam, The Netherlands.
- 1.15 **"Project"** shall mean the specific tasks previously defined and described in the Agreement, that need to be carried out by Supplier.
- 1.16 **"Project Executive"** shall mean the person within LeasePlan who is the 'owner' of the Project.
- 1.17 **"Services"** shall mean the services, including services related to the provision of Goods, to be provided by Supplier to LeasePlan under an Agreement.

- 1.18 **"Service Levels"** shall mean those metrics and standards which Supplier must achieve in the provision of the Services or Goods set out in the Agreement.
- 1.19 **"Supplier"** shall mean the party offering or providing Goods or Services to LeasePlan.
- 1.20 **"Supplier Executive"** shall mean the person designated by Supplier to manage the relationship between the parties and to ensure the good quality and continuity of the Services.
- 1.21 **"Supplier Personnel"** shall mean any individuals employed or otherwise hired by Supplier to perform activities for LeasePlan.
- 1.22 **"Third Party"** shall mean any legal entity not being LeasePlan, its Affiliates and/or Supplier.

2 Applicability

- 2.1 These General Terms and Conditions shall apply to Agreements and all of Supplier's offers to and orders from LeasePlan concerning Goods and Services. Chapter 1 applies to any and all offers, orders and Agreements, and chapter 2 and 3 apply to the specific offers, orders and Agreements referred to in the relevant chapter. The headings in these General Terms and Conditions are for ease and references only and shall not affect the interpretation thereof.
- 2.2 Supplier's general pre-printed terms or conditions of whatever kind shall not apply to or become part of an Agreement and are hereby expressly rejected.
- 2.3 All offers of the Supplier shall be fixed and shall remain in force for a minimum period of three months.
- 2.4 Any costs and charges related to the preparation of an offer shall be for the account of Supplier.
- 2.5 Neither party shall have any obligation towards the other unless there is a written document in place, signed by both LeasePlan and Supplier.
- 2.6 LeasePlan is not obliged to enter into any Agreement and LeasePlan shall have at all times the right to request Third Parties to submit proposals.
- 2.7 Supplier acknowledges that LeasePlan may conclude Agreements with Supplier also on behalf of its Affiliates, in which case Supplier is responsible for the performance of its obligations under such Agreement not only to LeasePlan, but also to its Affiliates and such Affiliates shall have the same rights towards the Supplier under the Agreement as LeasePlan. When LeasePlan has concluded an Agreement on behalf of one or more Affiliates, or an Affiliate has concluded an Agreement with Supplier, then, with regard to said Agreement, the references to "LeasePlan" in these General Terms and Conditions shall be regarded as references to the relevant Affiliate.
- 2.8 Deviations from the General Terms and Conditions in any Agreement will take precedence over the terms and conditions herein to the extent of any conflict, but will not apply to other Agreements, unless appearing therein.
- 2.9 LeasePlan is at all times during or before the execution of an Agreement entitled to request changes with respect thereto. Within the time limit indicated in LeasePlan's request for changes, Supplier shall specify the consequences of such changes. If LeasePlan agrees to the consequences of such change, parties shall agree in writing upon such change in an Amendment. Until such change is formally agreed upon in an Amendment, the Supplier shall continue to execute the Agreement as if such change had not been requested.
- #### 3 Prices, invoicing and payment
- 3.1 All prices are exclusive of VAT (Dutch BTW) and inclusive of all other taxes, duties and charges under the applicable law.
- 3.2 All prices are inclusive of all costs, including but not limited to insurance, transport, administration, accommodation and travel costs and travelling time. Costs not expressly agreed in writing by LeasePlan are not chargeable.

- 3.3 All prices are fixed during the term of the Agreement. Unless specifically otherwise agreed in writing, prices will not be changed.
- 3.4 Services delivered on a time and material basis shall be invoiced monthly in arrears, which invoice shall be accompanied with a detailed specification signed off by LeasePlan or its designated representative.
- 3.5 Unless otherwise agreed, Goods and Services on a fixed price basis shall be invoiced after delivery, which invoices shall be accompanied with a detailed specification.
- 3.6 If LeasePlan makes one or more payments for Goods or Services that have not been delivered yet, LeasePlan may require Supplier to issue a bank guarantee to the value of the payment or payments in question.
- 3.7 Provided a purchase order is in place, the invoice is correct and complies with the provisions of the Agreement, LeasePlan shall pay each invoice within sixty (60) calendar days after receipt of the invoice.
- 3.8 LeasePlan reserves the right to pay only the undisputed portion of a disputed invoice. The parties shall endeavour to settle at the earliest possible date any matters in dispute.
- 3.9 All amounts shall be paid in Euros. Any taxes and duties (among which VAT) shall be stated separately on the invoice.
- 3.10 Supplier shall not invoice LeasePlan, and LeasePlan will not be obliged to pay, any charges that are not properly invoiced within twelve (12) months after the end of the period to which such charges correspond.
- 3.11 Supplier shall ensure that any taxes and social security fees are paid for Supplier Personnel and shall indemnify LeasePlan for any claim of government authorities in connection therewith.
- 3.12 LeasePlan is entitled to set off any and all of its claims for payment against Supplier with any claims for payment from Supplier.

4 Intellectual Property Rights

- 4.1 LeasePlan shall be the sole and exclusive owner of all intellectual property rights for all countries of the world with respect to the Deliverables specifically developed for LeasePlan. Supplier hereby transfers any intellectual property rights with respect to such Deliverables to LeasePlan, which transfer is hereby accepted by LeasePlan, and shall at LeasePlan's first request perform any action required to complete such transfer for any given country in the world.
- 4.2 Supplier's Background Material, is excluded from any transfer of intellectual property rights, as meant in Clause 4.1. Unless explicitly agreed otherwise in advance, Supplier grants LeasePlan and its Affiliates a non-exclusive perpetual license to use all Background Material on and in conjunction with the Deliverables and other software and hardware LeasePlan deems appropriate for its own and/or its Affiliates' purposes. If implied by nature of the Deliverable, the license includes the right to install and use the Background Material by customers and/or suppliers of LeasePlan and/or its Affiliates.
- 4.3 Supplier shall defend LeasePlan against any Third Party claim alleging infringement of intellectual property rights or other rights of those Third Parties by LeasePlan's use of any Deliverable. Supplier shall indemnify and hold LeasePlan harmless against any costs and/or damages (including attorney's fees) awarded against LeasePlan as result of such Third Party claim.

5 Warranties

- 5.1 Supplier warrants and represents that:
 - a. it is sufficiently familiar with LeasePlan's business and the purposes for which LeasePlan intends to use the Goods, Services or Deliverables, as expressed by LeasePlan and Supplier has obtained and shall obtain all information necessary to enable it to perform its obligations in accordance with the Agreement;
 - b. it shall fulfil its obligations under an Agreement with all due and reasonable care and skill, by suitably qualified and trained personnel and in accordance with best industry practice as may be amended from time to time;
 - c. it shall comply with all mandatory laws, including but not limited to all applicable sanction laws;
 - d. the Goods, Services and/or Deliverables shall comply with all agreed specifications and/or requirements;
 - e. the Goods, Services and/or Deliverables shall comply with all statutory requirements, in particular to the applicable statutory warranty regulations within a two (2) years period after acceptance;

- f. the Goods, Services and/or Deliverables shall be fit for the purposes for which LeasePlan intends to use them;
- g. it is entitled to enter into the Agreement and to perform its obligations thereunder and warrants that any use of Deliverables does not infringe upon any intellectual property rights and/or other rights of Third Parties;
- h. Supplier Personnel shall at all times adhere to the confidentiality obligations arising from Clause 7;
- i. it shall have paid all income tax and social security fees for the Supplier Personnel.

6 Liability and Insurance

- 6.1 Supplier shall be liable for and shall indemnify and hold LeasePlan harmless against any losses, costs, claims, expenses (including reasonable attorney's fees) or damage to tangible goods, asserted by or on behalf of any person, firm, corporation or governmental authority to the extent same was caused by Supplier's negligence or that of its Representatives. Supplier's liability under this section shall be limited to EUR 10.000.000 per event.
- 6.2 Supplier's liability for any losses, costs, claims, expenses (including reasonable attorney's fees) relating to its (or Supplier Personnel's) breach of the Agreement, shall be limited to an amount of the higher of (i) three (3) times the annual value of the Agreement or (ii) EUR 500.000 per event.
- 6.3 The limitations of liability referred to in sections 1 and 2 of this Clause shall not apply (a) in the event of damages caused by Supplier's (or Supplier Personnel's) gross negligence or wilful misconduct; (b) in the event of death or personal injury to the extent same was caused by Supplier's negligence or that of Supplier Personnel or (c) where exclusion or limitation of such liability is precluded by mandatory applicable law, nor shall it apply to (d) to the payment of cost and damage awards referred to in Clause 4.3, 8.4 and 8.5.
- 6.4 Supplier shall sufficiently insure itself against Third Party liability and its liability towards LeasePlan and shall provide LeasePlan with proof of such insurance on LeasePlan's request. Supplier shall notify LeasePlan in the event that any of such insurance policies is cancelled or materially amended.
- 6.5 To the maximum extent permitted by law, LeasePlan and any of its Affiliates, employees, officers, agents, consultants or subcontractors shall have no liability whatsoever to Supplier or any of its Representatives or any Third Party for any losses, damages, costs, claims, expenses (including reasonable attorney's fees) or demand arising under or in connection with the Agreement.

7 Confidentiality

- 7.1 In the event that LeasePlan and Supplier have entered into a non-disclosure agreement such agreement will in all events prevail over this Clause.
- 7.2 In the event the LeasePlan and Supplier have not entered into a non-disclosure agreement as meant in Clause 7.1, Supplier undertakes and shall procure that its employees, officers, agents, consultants or subcontractors ("**Representatives**") shall not, at any time during the term of the Agreement and for a period of two (2) years after termination or expiry of the Agreement, disclose to any person any confidential information disclosed to it by LeasePlan concerning the business or affairs of LeasePlan, including but not limited to information relating to its operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("**Confidential Information**"), except as permitted by Clause 7.3.
- 7.3 Supplier may disclose LeasePlan 's Confidential Information:
 - a. to its Representatives who need to know such information for the purposes of carrying out the party's obligations under the Agreement, provided that the Supplier takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 7 as though they were a party to the Agreement. The Supplier shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause;
 - b. as may be required by law or court order; or
 - c. after explicit prior written consent of LeasePlan.
- 7.4 LeasePlan reserves all rights (including any Intellectual Property Rights) in LeasePlan Data and its Confidential Information. No rights or obligations in respect of LeasePlan Data and/or a party's Confidential Information other than those

expressly stated in the Agreement are granted to the Supplier or to be implied from the Agreement.

8 Data protection

8.1 Terms used in this Clause 8 have the same meaning as those defined under article 4 of the GDPR.

8.2 Where Supplier processes personal data on behalf of LeasePlan under an Agreement, the Supplier shall be regarded as the data processor and LeasePlan as the data controller and each shall at all times comply with its respective obligations under the applicable Data Protection Law. The duration of the processing is intended as the term of the Agreement plus the period from the expiry of the Agreement until deletion or return of personal data by Supplier in accordance with the Agreement.

8.3 The Parties acknowledge and agree that, where in the course of performing the Supplier's obligations under an Agreement the Supplier processes personal data on behalf of LeasePlan, it shall not be entitled to use or otherwise process such personal data for any other purpose. Accordingly, the Supplier shall in connection with that processing:

- a. act only on documented instructions of LeasePlan;
- b. ensure that personal data is only accessible to Supplier Personnel who need to have access to the data in order to carry out their roles in the performance of the Supplier's obligations under an Agreement and that said Supplier Personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take appropriate technical and organizational measures pursuant Article 32 GDPR to ensure a level of security appropriate to the risk;
- d. promptly notify LeasePlan if it receives any request from a data subject with respect to the personal data processed, and shall not respond to any such requests unless expressly authorized to do so by LeasePlan; and -taking into account the nature of the processing- shall, insofar as this is possible, assist LeasePlan by appropriate technical and organizational measures in fulfilling LeasePlan's obligation to respond to any such requests from a data subject;
- e. assist LeasePlan in ensuring compliance with the obligations regarding security measures, personal data breach notifications and data protection impact assessments, pursuant to Articles 32-36 GDPR, taking into account the nature of processing and the information available to Supplier;
- f. notify LeasePlan without undue delay after becoming aware of a personal data breach;
- g. not hold personal data any longer than necessary for the purpose of performing any obligation under the Agreement. Subject to Supplier's legal and regulatory obligations with regard to the personal data, Supplier shall at the choice of LeasePlan, delete or return all personal data to LeasePlan after the end of the provision of the Services related to the processing, and delete existing copies;
- h. allow LeasePlan to inform Third Parties of the processing of the personal data by Supplier;
- i. not transfer any personal data to any country outside the European Economic Area or make such personal data accessible from any such country, other than with the specific prior written approval of LeasePlan;
- j. make available to LeasePlan all information necessary - including informing LeasePlan immediately if Supplier in its opinion an instruction of LeasePlan infringes Data Protection Law - to demonstrate compliance with the obligations applicable to the processing and laid down in the Agreement and allow for and contribute to audits, including inspections conducted by LeasePlan or an auditor mandated by LeasePlan;
- k. not disclose the personal data to any Third Party without the prior written approval of LeasePlan, unless required to do so by law, in which case Supplier shall inform LeasePlan of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

8.4 Supplier shall indemnify and keep indemnified LeasePlan against all claims, proceedings or actions brought by a competent public authority and/or a data subject against LeasePlan with respect to the processing by Supplier and shall indemnify and keep indemnified LeasePlan against all claims, proceedings or actions brought against LeasePlan arising out

of any breach by Supplier of its data protection obligations under the Agreement.

8.5 Supplier shall indemnify and keep indemnified LeasePlan against all costs related to a personal data breach, where that breach was caused by or attributable to Supplier's breach of the Agreement.

9 Security

9.1 Supplier shall provide all Goods and Services utilizing security technologies and techniques in accordance with industry best practices and LeasePlan's security policies, procedures and requirements.

9.2 An independent security audit can take place at the request and expense of LeasePlan, once a year. Supplier shall cooperate to such audit at no additional cost. The security audit will consist of a range of tests designed to identify all areas of vulnerability in security. The Supplier cannot unreasonably refuse the party or methodology selected by LeasePlan for such a security audit.

9.3 Supplier will:

- a. cooperate and provide timely input on the security risk assessment which has to be performed by LeasePlan by way of providing all necessary information for the vendor security checklist; and perform a grey box penetration test before go-live and in case of major changes on all external facing platforms and/or apps containing LeasePlan data;
- b. perform regular (at least yearly) penetration tests on all external facing platforms and/or apps containing LeasePlan Data;
- c. provide LeasePlan with access to the reports of any regular external audits and black & grey box penetration tests, performed on Supplier's IT Infrastructure by Supplier's external security expert.

10 LeasePlan Supplier Code of Conduct

10.1 Supplier hereby agrees to comply at all times with the LeasePlan Supplier Code of Conduct, as amended from time to time (a copy of the same can be found on www.leaseplan.com). Supplier shall use all reasonable endeavours to ensure that Supplier Personnel and all others associated with Supplier so comply.

10.2 In the event Supplier, including its management, employees, shareholders, partners and contractors, acts or appears to act, either knowingly or unknowingly, illegally, damaging or in any other way that is in the reasonable opinion of LeasePlan improper, unethical or harmful to the reputation or integrity of LeasePlan, including but not limited to non-compliance with the LeasePlan Supplier Code of Conduct, LeasePlan is entitled to terminate the Agreement with immediate effect, without judicial intervention being required and without any cost or liability whatsoever.

11 Audit

11.1 Supplier shall at no additional costs for LeasePlan allow and shall ensure that any Subcontractors allow, LeasePlan or Third Parties designated by LeasePlan, or supervisory authorities, including but not limited to The Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) and The Dutch Central Bank (*De Nederlandsche Bank*) or Third Parties designated by supervisory authorities, to inspect and/or audit Supplier and/or Third Parties for which Supplier is responsible in relation to the Goods or Services provided to LeasePlan by Supplier under the Agreement and Supplier and/or Third Parties for which Supplier is responsible shall reasonably cooperate with such inspection or audit. In case of an audit by a supervisory authority, Supplier will notify LeasePlan immediately and, where legally possible, prior to disclosure to the competent authorities.

12 Regulatory Requirements

12.1 Each party acknowledges that LeasePlan may be subject to regulatory requirements of a supervisory authority that apply to the Services provided to LeasePlan by Supplier under the Agreement. These requirements may include specific requirements relating to outsourcing where they apply to this Agreement. To the extent the Services would be the subject of financial regulation, LeasePlan shall be entitled at all times to propose to Supplier a change in the way such activities are executed by Supplier. Supplier shall seriously consider such change proposal and where commercially and operationally

reasonable in light of the way the Services work, the parties will discuss in good faith and may agree on such proposed change. In addition, each party hereby agrees that it shall give the other party as promptly as practicable reasonable assistance that the other party may reasonably require to comply with regulatory requirements.

13 Subcontracting

Supplier is not entitled to involve subcontractors in the execution of the Agreement without the prior written consent of LeasePlan. The Supplier shall remain fully responsible and liable for all obligations that it may have subcontracted to Third Parties and shall ensure that each subcontractor appointed by it shall enter into an agreement with the Supplier on terms that are similar to the terms of this Agreement – and where the subcontractor carries out processing activities on behalf of LeasePlan, on terms that contain the same data protection obligations as set out in the Agreement - to ensure that the subcontractors have the same obligations as the Supplier has under this Agreement and to ensure that the subcontractors will not put the Supplier in breach of this Agreement.

14 Transfer of Rights

14.1 LeasePlan is entitled to transfer any rights and obligations arising out of the Agreement in whole or in part to its Affiliates without a prior written consent of Supplier. LeasePlan shall inform Supplier as soon as possible after its decision to transfer any right and/or obligation pursuant to this Clause.

14.2 Any rights or obligations arising from an Agreement can only be transferred by either party to Third Parties after the other party's prior written consent. Such consent shall not be unreasonably withheld, conditioned or delayed.

15 Term and termination

15.1 An Agreement shall be effective as of signing date by both parties and shall remain in effect until all obligations of the Agreement have been fulfilled or for a term as specified in the Agreement.

15.2 Each party may terminate an Agreement with immediate effect, without judicial intervention being required and without any cost or liability whatsoever, if the other party:

- a. fails to meet its obligations under the Agreement, provided that the party wishing to terminate the Agreement gives the other party prior written notice of its default and sets a reasonable time period to remedy the failure and after this period the other party still fails to comply with its obligations;
- b. is (i) declared bankrupt, (ii) requests bankruptcy, or (iii) has been granted (temporary) suspension of payment;
- c. has a considerable portion of its assets attached;
- d. has its company liquidated or closed down for reasons other than solvent amalgamation, reconstruction and/or merger.

15.3 Unless agreed otherwise, LeasePlan may terminate an Agreement upon seven (7) calendar days' written notice without an obligation to provide the Supplier with any reasons and without any liability to the Supplier.

15.4 LeasePlan may terminate this Agreement with immediate effect, without judicial intervention being required and without any cost or liability whatsoever in the event a supervisory authority requests LeasePlan to do so or if the Supplier does not comply with the clauses 7 (Confidentiality), 8 (Data Protection), 9 (Security), 10 (LeasePlan Supplier Code of Conduct), 11 (Audit) and 12 (Regulatory Requirements).

15.5 In no event shall Supplier have any right to suspend its performance as a result of the non-compliance of LeasePlan with its obligations under an Agreement, unless this cannot be reasonably expected from Supplier given the circumstances.

15.6 Any termination, expiration and/or rescission of the Agreement shall not affect Supplier's obligations with regard to the assignment and transfer of any and all intellectual property rights and/or other rights in and to the Deliverables.

16 Consequences of termination

16.1 Following termination of this Agreement, Supplier shall, at the request of LeasePlan, supply all information (including information on persons engaged in the provision of the Services), knowledge transfer and assistance to LeasePlan or any potential replacement supplier for the purpose of re-tender, including access prior to termination for the purposes of due diligence. The Services to be provided by Supplier during the

Exit Period will be paid by LeasePlan at the fees as agreed in the Agreement.

16.2 On termination of the Agreement Supplier shall return on its own initiative to LeasePlan in the form and the method as requested by LeasePlan - or destroy on request of LeasePlan - immediately all documents and other information carriers, including copies thereof, holding LeasePlan Data in its systems or otherwise in its possession or under its control. The deletion log must be presented upon request of LeasePlan.

16.3 The provision of this Agreement that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the Agreement.

17 Governing Law and Disputes

17.1 The Agreement shall be governed by and construed in accordance with the laws of Austria. The parties submit to the exclusive jurisdiction of the competent court of Vienna, Austria. The United Nations Convention on Contract for the International Sale of Goods does not apply.

17.2 Before taking recourse to court proceedings, the parties shall attempt to solve a dispute with the other party. Either party shall have the right to submit the dispute to the competent court at any time.

18 Miscellaneous

18.1 All notices or communications hereunder shall be given to the respective party hereto in writing and shall be sent through registered mail, or prepaid courier service to the addresses stated in the Agreement and are deemed to be received five (5) business days after mailing, or upon confirmation of receipt. Supplier shall in particular provide notice to LeasePlan in case of legal or financial changes in Supplier's company structure which might have an impact on the Agreement.

18.2 The above does not limit the right of any party to communicate informally with the other party by any other communication means, such communications to be confirmed by the method described in the previous Clause.

18.3 Each provision of an Agreement shall be deemed to be separate and severable from each other provision. If any provision of an Agreement shall be invalid and not enforceable in accordance with its terms, all other provisions shall be and continue to be valid and enforceable in accordance with their terms. The parties shall commit to replace the invalid and non-binding provision by a provision that is binding and that differs as little as possible – taking into account the object and purpose of said Agreement – from any non-binding provisions.

18.4 An Agreement sets out the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, whether in written or non-written form.

18.5 An Agreement cannot be altered, enlarged, or abridged except in writing signed by the parties' authorized representatives, and specified therein to be an amendment thereof.

18.6 Parties expressly consent and agree that any Agreement concluded between parties signed with an electronic signature shall be binding. The parties agree that such Agreement may not be denied legal effect, validity or enforceability solely because an electronic signature was used in its formation.

18.7 The failure to take any action by a party in the event of non-compliance with any provision of an Agreement shall not be regarded as a waiver of right.

18.8 Supplier shall not issue any communication (public reference, press release or other announcement) in relation to LeasePlan, any Affiliate or the Agreement without the prior written approval of LeasePlan or unless such communication is required by law, in which case Supplier shall inform LeasePlan as soon as possible before such communication.

CHAPTER TWO – GOODS

19 Applicability

19.1 The provisions in this chapter 2 shall apply in addition to chapter 1 in the event LeasePlan purchases Goods from or via Supplier.

20 Purchase and delivery

20.1 Prices are quoted and, the Goods shall be sold and delivered Delivery Duty Paid ("DDP", Incoterms® 2010, premises as indicated by LeasePlan), excluding VAT.

- 20.2 Supplier shall pack the Goods in such a way that no damages shall arise during transportation and that the information as required by LeasePlan is indicated on the package (such as reference numbers).
- 20.3 Title and risk in the Goods shall pass to LeasePlan only where the Goods have been delivered in accordance with the terms of the Agreement and where the Goods have been signed for by a duly appointed representative of LeasePlan.
- 20.4 Supplier shall deliver the Goods at the site indicated by LeasePlan on the Delivery Date. The Goods shall only be delivered in advance of the Delivery Date where the parties agree in writing. If no Delivery Date is agreed upon, Supplier shall inform LeasePlan in due time before the delivery date when the Supplier shall deliver the Goods. If such time and date is not convenient for LeasePlan, Supplier will agree with LeasePlan upon a different date.
- 20.5 If the Supplier is in default and does not deliver the agreed Goods at the agreed Delivery Date he shall be liable to pay a fee unless he can prove that no fault is attributable to him. This fee is fixed at 0,1% of the total remuneration for the Goods per workday late - not, however, to exceed 10 % of the total remuneration for Goods. Paying the fee shall not release the Supplier from his other contractual obligations.
- 20.6 If any, part or all of the Goods do not comply with the terms of the Agreement LeasePlan may reject any, part or all of the Goods.
- 20.7 Acceptance of the Goods will not be deemed to have occurred until LeasePlan has had enough time to examine the Goods for hidden defects following delivery. Time will not start to run until such time as any hidden defect becomes apparent (or could have become apparent on reasonable inspection).
- 20.8 LeasePlan shall at all times be entitled to return any Goods that do not comply with the specifications agreed upon. Such returns shall be done ex works ("EXW", Incoterms®2010, i.e. transport and insurance costs at Supplier costs, premises where it was delivered). The title and risk in the Goods shall pass to Supplier upon notice by LeasePlan that the Goods do not comply and is ready for Supplier to be picked up for return.

21 Warranties

- 21.1 In addition to Clause 5, Supplier warrants and represents during the warranty period of 2 (two) years that:
- the Goods shall be of satisfactory quality;
 - the Goods shall comply with the specifications and any description provided;
 - the Goods shall comply with any sample provided to LeasePlan;
 - the Supplier has full and unencumbered title to the Goods at the Delivery Date;
 - the Goods shall be new, unless agreed otherwise in writing between parties;
 - it assigns any applicable warranties of the manufacturer of the Goods to LeasePlan;
 - the Goods shall not contain harmful materials which may cause damage to human beings, other materials or the environment.

22 Spare Parts

- 22.1 Supplier undertakes, for a period of at least 5 years from the moment of delivery, to supply spare parts identical to the original design, or a functional equivalent of the same quality (interchangeable one for one). In the event that the product in question and/or spare parts are taken out of production, or removed from the delivery range Supplier is obliged to give LeasePlan the opportunity to place a final order.
- 22.2 The Supplier will ensure that LeasePlan receives all necessary manufacturer's warranties, documentation and information in order for LeasePlan to request and receive warranty based support from a local supplier. Supplier shall provide names, addresses and contact numbers of such local suppliers eligible and able to provide local warranty support. At the request of LeasePlan, Supplier shall assist in facilitating the necessary warranty based repair.

CHAPTER THREE – SERVICES

23 Applicability

- 23.1 The provisions in this chapter 3 shall apply in addition to chapter 1 if Supplier provides Services.

24 Services

- 24.1 Supplier shall deliver the Services on a time and materials basis or on a fixed price basis.
- 24.2 Supplier is responsible for (the manner of) performing the Services correctly and for the timely delivery of the Deliverables in accordance with the Agreement and the quality standards set therein. Any terms mentioned in the Agreement are firm and all obligations of the Supplier are considered to be obligations to guarantee results, unless expressly otherwise agreed upon in writing by the parties.
- 24.3 If the Supplier is in default and does not deliver the agreed Services at the agreed Delivery Date he shall be liable to pay a fee unless he can prove that no fault is attributable to him. This fee is fixed at 0,1% of the total remuneration for the Services per workday late - not, however, to exceed 10 % of the total remuneration for Services. Paying the fee shall not release the Supplier from his other contractual obligations.
- 24.4 Acceptance of the Deliverables will not be deemed to have occurred until LeasePlan has had enough time to examine the Deliverables following delivery.
- 24.5 In case of delivery of Services regarding a Project, Supplier accepts full responsibility for the monitoring of the Project and shall continuously examine whether the Services and Deliverables delivered under a Project, and/or services or deliverables of Third Parties for the Project, are in accordance with the Project as a whole.
- 24.6 Supplier shall designate one individual as Supplier Executive and LeasePlan shall designate one individual as a Project Executive.
- 24.7 LeasePlan will provide such information, materials, facilities, resources and assistance and will timely make all decisions in relation to the Services and fulfil all LeasePlan responsibilities agreed in the Agreement.

25 Personnel, Project Management and Reporting

- 25.1 Supplier shall provide sufficient and qualified personnel for the performance of its obligations under an Agreement. If LeasePlan has strong objections against an individual, Supplier shall propose another individual, with reasonably the same qualifications, skills and experience.
- 25.2 Supplier shall at all time use best efforts to preserve continuity in its participation in project management and Supplier shall keep changes in Supplier Personnel to a minimum.
- 25.3 If Supplier intends to replace an individual of the Supplier Personnel, it shall provide LeasePlan with the relevant personal and professional details of the successor of such individual. LeasePlan shall be given the opportunity to put forward any objections to the replacement. If LeasePlan has strong objections against either the successor or the replacement as such, Supplier shall propose another successor or shall not replace the individual at all.
- 25.4 Supplier shall timely inform LeasePlan in writing if there reasonably arises a risk that Supplier cannot timely fulfil its obligations under any given Agreement and shall inform LeasePlan of the consequences of such circumstances, as well as the measures Supplier intends to take to resolve the problem in order to minimise delay and/or expenses.
- 25.5 The Supplier Personnel shall at all times comply with the LeasePlan Supplier Code of Conduct as referred to in Clause 10. Supplier Personnel shall follow the written and/or oral instructions of LeasePlan and shall adhere to the applicable house rules of LeasePlan. Unless otherwise agreed in the Agreement, the working hours of Supplier Personnel performing the Services shall suit the working hours of LeasePlan's offices.
- 25.6 Unless otherwise agreed, Supplier shall report weekly in writing to LeasePlan on the progress of the Services.

26 Screening Supplier Personnel

- 26.1 Supplier is aware that the reliability and trustworthiness of any person employed or retained by the Supplier who shall perform activities under an Agreement in a position indicated by LeasePlan as an integrity sensitive position has to be investigated and approved by LeasePlan in accordance with LeasePlan's screening procedures before any such person can start performing its activities.
- 26.2 Supplier shall cooperate with such screening. Based on the outcome of such screening, LeasePlan is entitled to refuse such Supplier Personnel.