



Operational lease of vehicles to private individuals
General Terms & Conditions - 'Private Lease'



ARVAL
BNP PARIBAS GROUP

For the many
journeys in life

Private Lease

You are about to conclude a contract with Arval ('**Arval**' or '**we**') for the operational lease of your new vehicle. Thank you for taking the time to read this document **carefully before placing your order, it sets out the General Terms & Conditions for the lease of your vehicle.**¹

Arval Belgium SA/NV
Ikaroslaan 99, 1930 Zaventem
02 240 01 99
retail@arval.be

Brussels Register of Companies
VAT BE 0436.781.102
Ancillary insurance intermediary
under FSMA number 047238 A
www.arval.be

We are your counterparty.



Your name:
Your Address:

Date:

You are a consumer.

A consumer is "any natural person acting for purposes outside of their trade, business, craft or professional activity" (Section 1, 1, 2 of the Code of Economic Law)



What conditions do you have to satisfy to conclude a Lease Agreement?



You are concluding the Lease Agreement as a consumer within the meaning of Belgian law.



You live in Belgium.



You will pay the rental by direct debit.



You have sufficient financial means to fulfil your commitments towards us.



What are the characteristics of your Lease Agreement?

The Private Lease contract ('**Lease Agreement**') concerns the 'operational lease' of a vehicle. This operational lease includes the use of your vehicle and a number of services. In return, you will us pay a monthly rental by direct debit.



Arval will provide you with a vehicle. This vehicle remains Arval's property throughout the Lease Agreement's entire term.

Your
vehicle

The Lease Agreement does not involve (i) the option; or (ii) the obligation for you to purchase this vehicle.

You must return your vehicle to us at the end of the Lease Agreement.



Our
services

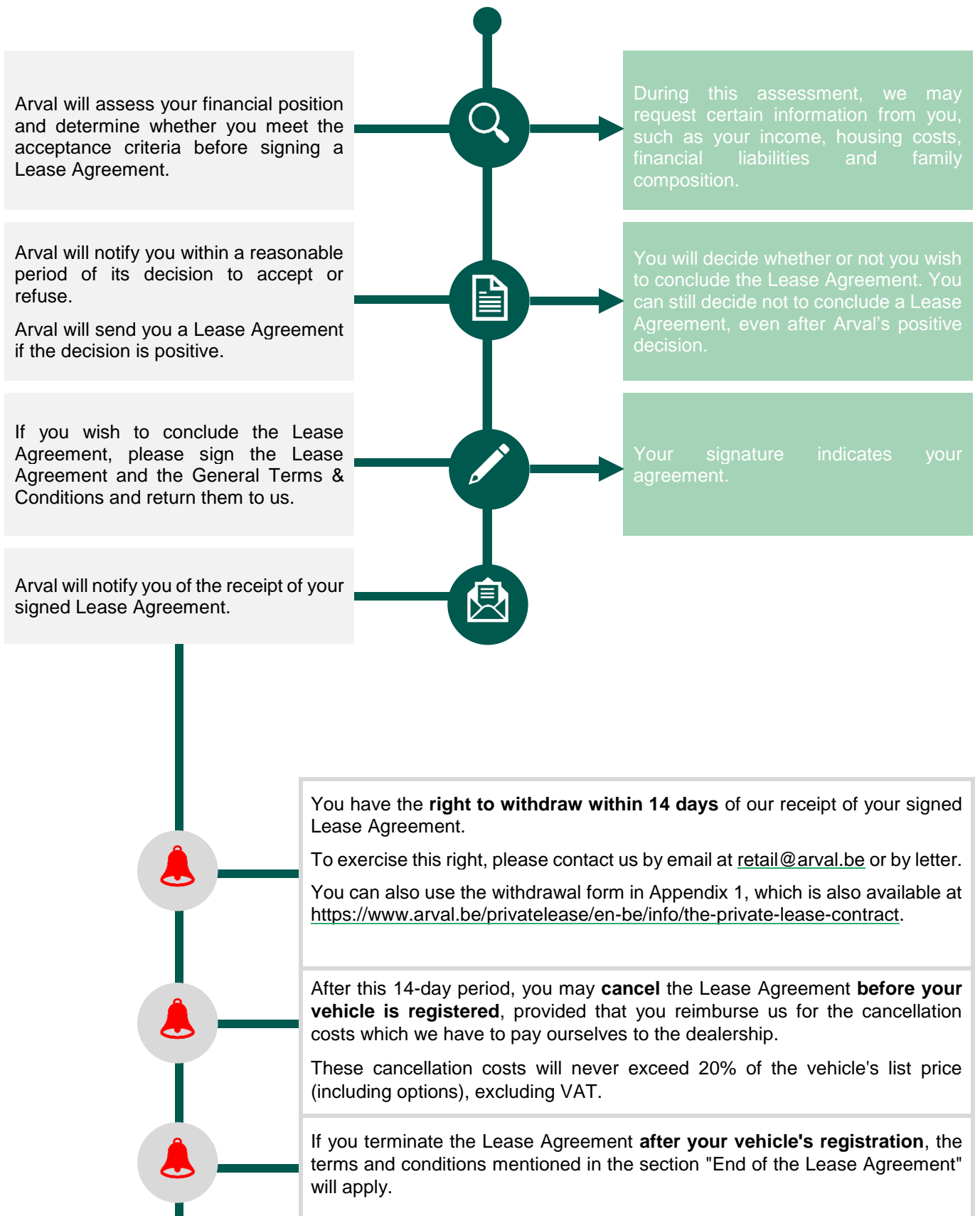
Arval also provides you with all kinds of services for your vehicle, such as

- registration of your vehicle
- regular maintenance and technical repairs
- tyre change
- roadside assistance
- vehicle insurance
- the PERFECTA service, and
- a replacement vehicle.

¹ General Terms & Conditions, version of July 2020



How do you enter into a Lease Agreement?





What does your Lease Agreement include?

Your Lease Agreement will mention:



From when does your Lease Agreement start?

Your Lease Agreement's commencement date is **the date when you collect your vehicle**.



This is the date when the lease term commences and the rental becomes due. If you do not collect your vehicle within 5 days of the notification that your vehicle is available, the commencement date will be the 5th day following this notification.



If the Lease Agreement indicates a date by which you must collect your vehicle and your vehicle is not available on that date, you can send us a written request stating that you would like to collect your vehicle within the next 14 days.

If we do not send you a message within 14 days stating that your vehicle can be collected, you can notify us in writing that you are terminating the Lease Agreement.



When will your vehicle be delivered?



We will notify you of the **expected delivery date**.

Please note that the delivery depends on the manufacturer, the type of vehicle, the options chosen and your vehicle's availability on the market. The actual delivery date may therefore differ from the expected date.



In that event, we will notify you of the **actual delivery date** once we have received this information from the manufacturer.



We never deliver any vehicles between 15 December and 31 December.



You will sign the **Vehicle Delivery Form** upon collection of your vehicle.

By signing that document (or by collecting your vehicle without signing the Vehicle Delivery Form), you confirm that the **delivered vehicle meets all the characteristics** mentioned in the Lease Agreement.



If **your vehicle does not meet the agreed characteristics**, you must contact us immediately without taking delivery of the vehicle and without signing the Vehicle Delivery Form.

Example: when you arrive at the dealership, you discover that the vehicle you ordered in blue was delivered in red. You must not take delivery of your vehicle and you must contact us immediately to report the mistake. We can then work together to find a solution.

From the time of your vehicle's delivery and for the term of the Lease Agreement, you will bear the following risks (without prejudice to any other written agreement, such as the PERFECTA service):

- ▶ all damage or any loss to your vehicle or its accessories and options (except in the event of normal wear and tear)
- ▶ all injuries or damage caused to third parties by the use of your vehicle
- ▶ all consequences of a violation of the law relating to the use of your vehicle (except if such violations are attributable to us)

Example: a hole in a car mat or seat is not normal wear and tear.

Example: You hit a pedestrian while under the influence of alcohol. You may be held liable for the incurred costs.

Example: exceeding speed limits.



How should you use your vehicle?



You must use your vehicle **with due care**, in line with its designated purpose, with due observance of the instructions for use and maintenance and in accordance with the applicable regulations and laws. You may only attach fixed options to your vehicle after Arval's approval.



You must not use your vehicle or allow it to be used for speed, performance or endurance trials or similar events, for giving driving lessons, for subleasing or transporting passengers or goods for payment, without a valid vehicle inspection certificate or without a valid driving licence.



Where can you use your vehicle ('territorial restrictions')?

You may only use your vehicle **in the countries shown on the insurance certificate (former 'green card') issued by the insurance company.**



To enter countries outside the European Union or international transit zones of ports, stations and airports, you must have a certificate or 'traffic authorisation' in which Arval grants its consent to do so. Your vehicle may be impounded if you are unable to present this traffic authorisation to the competent authorities. You can simply apply for this authorisation. It does not change the territorial area covered by the civil liability insurance.



What services do we offer you?



Maintenance, repair and tyre replacement



European breakdown service – Arval Assistance



Types of insurance taken out by Arval in your name and on your behalf



Replacement vehicle



The PERFECTA service: assumption of liability for the risk of damage to and the loss or theft of your vehicle



Fuel management



Accident management and claim settlement



Charging infrastructure (optional)



We offer you maintenance, repair and tyre replacement

For the optimal operation of your car, Arval will pay the following costs for maintenance, repair and tyres:



Maintenance

Maintenance and servicing costs (including the costs of changing oil and lubricants purchased at a garage belonging to our network) according to the manufacturer's maintenance instructions



Repair

repair and costs for replacement of mechanical or electronic parts (also for the options included in the Lease Agreement) which have broken or have been damaged during normal use of your vehicle.



Tyres

costs for replacement of tyres due to normal wear and tear and costs for changing winter and summer tyres (if winter tyres are included in the Lease Agreement).

You will actively contribute to your vehicle's proper operation. You will ensure that:

- tyres are changed or replaced as necessary, in accordance with the manufacturer's recommendations and legislation on the condition of tyres.
- the engine oil is regularly checked and topped up.
- your vehicle is inspected on time, as required by law.
- you follow the manufacturer's instructions for maintenance and repair.

Example: the maintenance indicator light on the dashboard lights up. Schedule an appointment with the garage immediately.

What costs do you have to pay?

If your vehicle needs repair due to **negligence, lack of proper maintenance, carelessness, misuse, inappropriate actions or wrong decisions**, you will bear the associated costs.

Example: you fill up with the wrong fuel, you forget to top up the oil or do not stop immediately when warned by a dashboard indicator light.

Special case: If the engine is damaged, we charge the actual repair cost, but never more than EUR 2,500 (including VAT). If the tyres are damaged, we will only charge the repair cost if the rims are also damaged.

Who may carry out the maintenance, repair and tyre replacement?



The maintenance, repairs and tyre replacement may **only be carried out by the Arval network**. Our network asks our prior approval for any type of damage repairs, part replacements or repairs and tyre replacements.

Where are maintenance and repairs carried out?



The **maintenance** and **repairs** are carried out **in Belgium**.

If a **repair must exceptionally be carried out abroad**, you must **always** seek our **prior consent** for this. The repairer must always prepare an invoice in Arval's name. We will reimburse you for this invoice on condition that we have given you our prior consent for such repair abroad. Urgent repairs carried out abroad without your being able to seek our prior consent will only be reimbursed up to the sum that would have been invoiced had the repairs been carried out in Belgium.
In no event shall invoices older than 30 days be reimbursed.



Which types of insurance can Arval take out in your name and on your behalf?

Statutorily required	Optional	Arval
<p>Civil liability insurance</p> <p>Taking out civil liability (third-party) insurance for your vehicle is a statutory obligation.</p> <p>You must remain insured for civil liability for the Lease Agreement's entire term.</p>	<p>Driver's personal accident insurance & Legal assistance insurance</p> <p>Legal assistance insurance for your vehicle and driver's insurance (Driver's Personal Accident insurance) are optional.</p>	<p>If you wish, we can take out civil liability insurance (as well as driver's insurance and legal assistance insurance if desired) in your name and on your behalf.</p> <p>You are not obliged to take out these insurance policies through Arval.</p> <p>You may take out these types of insurance with the insurance companies of your choice.</p>

The Lease Agreement states that you have chosen to take out the insurance mentioned therein via Arval. This means the following:



- Arval will take out this insurance in your name and on your behalf with Greenval Insurance DAC (civil liability and driver's insurance) or Euromex NV (legal assistance insurance). By signing the Lease Agreement, you authorise us to take out these insurances in your name and on your behalf with these insurance companies.
- You can find copies of the insurance terms and conditions at <https://www.arval.be/privatelease/en-be/info/the-private-lease-contract>. We will also provide you with a paper version on request. By signing the Lease Agreement, you confirm having been able to access these insurance terms and conditions and that you agree to be subject to them.
- Greenval and Euromex are each entitled to amend the insurance terms and conditions and insurance premiums on the annual expiry date of the insurance contract, or to terminate the insurance in specific cases, which you expressly accept. More information about this can be found in the insurance policy. Please contact us if you do not agree with a change to the insurance terms and conditions and insurance premiums. Provided certain conditions are met, you are free to take out the relevant insurance elsewhere.
- In no event can you cancel or modify the civil liability insurance policy taken out by Arval without Arval's prior written consent.

Insurance through Arval



The insurance only applies in the countries indicated on the international insurance certificate (former 'green card'), unless you obtain prior and written consent for other countries from the insurance company.



You shall be liable for damage to third parties or injury to the driver not covered by the aforementioned insurance or for which the insurance company refuses compensation.



The PERFECTA service: assumption of the risk of damage to or the loss or theft of your vehicle

Basic principle for the distribution of the risks

–

PERFECTA

Arval will pay your vehicle's repair costs and will cover any damage caused thereto (waiver of recourse) provided that:

- the damage is the result of one of the causes of damage mentioned below
- the loss, theft or damage occurs in one of the countries referred to above under 'Territorial restrictions'
- you pay the own risk (if applicable)
- the theft, loss or damage does not fall under the exceptions.

In other words, subject to the conditions stated, damage to or loss of your vehicle will be:

- at your expense up to a fixed sum (the 'own risk').

- at Arval's expense up to the amount in excess of this fixed sum.

Own risk

Arval

Own risk

The 'own risk' is mentioned in the Lease Agreement. Arval will invoice the own risk if there is doubt as to whether the damage can be attributed to a liable third party, if there is no liable third party, or if we have not been compensated by the liable third party after a period of six months.

However, in no event will Arval charge any own risk in the event of fire, glass breakage, theft or damage due to forces of nature (storm, rain, ice, snow, hail and lightning) or due to collision with animals.

Causes of damage



'Theft or attempted theft' (Sections 461 and 51 of the Belgian Criminal Code), including joyriding. A vehicle will be considered stolen only after a waiting period of 30 calendar days from the later date of either the report concerning the theft to us or the filing of a complaint with the Belgian authorities.



'Accidental damage': Damage caused by external factors, such as accidents, vandalism, burglary, forces of nature (storm, rain, ice, snow, hail, lightning strikes and so on), plane crashes or parts or objects falling from them, collision with animals, and damage during the transport of your vehicle.



'Fire': Fire, explosion, lightning strike, short circuit or similar incidents, including the melting of electrical wiring, as well as the costs of extinguishing the fire and the damage caused by this.



'Glass breakage': Damage caused to windscreens, side or rear windows as a consequence of the impact of a foreign object on your vehicle.

Risks always at your expense

Damage to or loss of your vehicle and related costs will **always be at your expense** in the following cases:

a.	damage or loss resulting from intent or gross negligence, (attempted) suicide on your part or any other driver	h.	all damage resulting from collective wrongdoing (civil disorder), such as strikes or similar social problems, war, riots, acts of terrorism or trade embargoes
b.	damage or loss arising from the use of your vehicle for speed, endurance or agility trials or competitions, for giving driving lessons, renting to a third party, transporting passengers and/or goods for payment or other purposes other than those permitted by law	i.	all damage caused by the driver being in a state of alcoholic intoxication or drunkenness not permitted by law or a similar state following the use of substances other than alcohol or medication;
c.	damage or loss caused by theft or attempted theft of a central console or audio system if the removable front panel cannot be produced or of a portable GPS system, car phone, mobile phone or other image, music or communication equipment (including a PC and fax).	j.	loss in the event of theft if not all original keys can be produced or, if the vehicle is equipped with remote controls and/or keys of circuit breakers, not all these can be produced, except in case of carjacking or homejacking accomplished by violence
d.	damage caused by the abnormal or excessive use of your vehicle or clearly dangerous driving, such as driving with worn tyres, etc.	k.	damage caused by your vehicle being driven by a person in violation of the statutory provisions on the right to drive a vehicle
e.	damage caused due to your vehicle's non-compliance with technical inspection regulations at the time of the accident	l.	damage caused by theft or attempted theft on your part or on the part of any other person driving your vehicle with your permission
f.	damage caused by (attempted) theft, where negligence on your part or on the driver's part facilitated the occurrence of the damage	m.	damage to your vehicle caused by transported goods and/or animals
g.	damage resulting from a manifest misuse or a manifest lack of maintenance (such as the use of the wrong fuel or the improper topping up of fluids)		



Arval may rely on these exceptions once there is a serious indication that one of the above exceptions has occurred, for example by means of a police report. In case of total loss or theft, the compensation invoiced will be the vehicle's book value (as determined in Arval's accounts).

End of Arval's assumption of the risks of damage to, loss or theft of your vehicle



Your vehicle's damage history may result in our no longer being reasonably able to assume the risk of damage and/or loss or theft of your vehicle.



In that case, we will inform you of this by registered letter.



You will then have three months to insure these risks with an insurance company that has been approved by us in advance.



If you do not obtain the necessary cover within three months, you will bear all costs of damage to or of the loss or theft of your vehicle during the remainder of the Lease Agreement's term. We may also terminate the Lease Agreement for that reason in accordance with these General Terms and Conditions.



Accident management and claim settlement

When and how should you report an accident?



If **your vehicle is involved in an event that may lead to an accident report or a request for indemnification**, you must notify us of this as soon as possible and no later than two (2) working days after you became aware of the event, or from the moment you ought to have done so.

In the event of accidents involving third parties, and if you choose to take out civil liability insurance through your own insurer, you must also submit the accident report to your insurer.



The accident report must specify the causes, circumstances and likely consequences of the accident as well as the first name, surname and domicile of the witnesses and injured parties.



Accidents involving the civil liability of the driver must be reported by means of the European Accident Form.

When and how should you file a complaint?

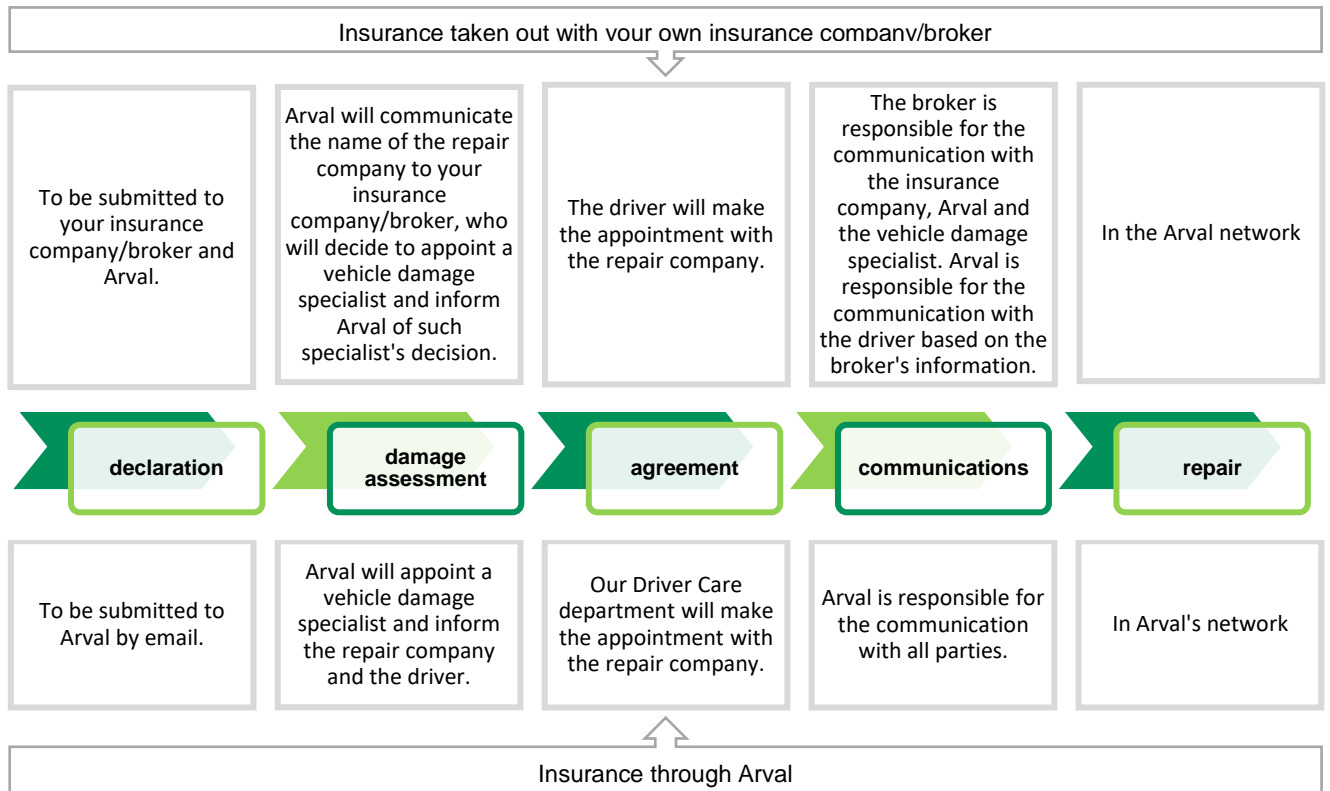


In the event of vandalism, theft, partial theft or attempted theft of your vehicle and in the event of loss or theft of documents, the license plate or key of your vehicle or the circuit breaker, you must report this to the competent authority immediately.



In the event of the theft of your vehicle or the theft or loss of the on-board documents or the license plate **abroad**, you must also report this as soon as possible to the Belgian authorities and you must indicate in this statement the number of the official foreign report(s).

What should you do in the event of a claim?



We expect cooperation from you



If Arval takes out insurance in your name and on your behalf, Arval will take charge of all contacts with the insurance company and/or the designated claims handler.

This means that:

- you must provide us with all letters and documents received and give us all information about the event and/or the cause of the damage;
- you will refrain from acting in a way that may harm the interests of Arval and/or the insurance companies
- you will ensure that no deliberately incorrect information is supplied, that no misrepresentations are made and that no facts are concealed.



Failure to comply with the aforementioned obligations may, within the applicable statutory restrictions, be invoked under the insurance agreement(s) referred to in the clause "types of insurance that Arval may take out in your name and on your behalf".



Moreover, in the event of non-compliance with these obligations, Arval will not bear the costs of damage or loss of your vehicle. You will be fully liable for this.

Repair



You must take your vehicle to the damage repair company designated by us or by the insurance company (if you took out insurance directly) for all repairs/damage assessments as soon as possible.

In the event of damage to your vehicle, Arval or the insurance company (if you took out insurance directly) may designate a damage appraiser to assess the repair costs and prices in consultation with the repair company and to order repairs after the damage assessment.

Total loss



If repair is no longer possible or the costs of repair (technical or bodywork) are higher than your vehicle's value immediately before the damage occurred and after deduction of the scrap value, the vehicle will be considered a total loss.



European breakdown service – Arval Assistance

Did your vehicle break down?
Did you just have an accident and your car won't start?



Call Arval Assistance on
02 245 73 72

24/7

We offer 24/7 breakdown service in the event of a breakdown or accident.

- Breakdown service in Europe, including assistance with starting (to recharge a flat battery), tyre/wheel replacement, opening of locked doors, urgent repairs or replacement of parts, delivery of fuel and rescue if your vehicle is stuck in snow or soft ground etc.;
- Towing your vehicle to the repair shop in Belgium or to the nearest workshop if the breakdown or accident occurs outside Belgium;
- Transport of passengers in the event of an accident: when your vehicle is too badly damaged to be driven, the driver and passengers are taken to their destination in Belgium.



Replacement vehicle



If you subscribe to the replacement vehicle service, we will provide you with a replacement car **after an accident or breakdown if the damage cannot be repaired within 24 hours.**

This replacement vehicle may be of a different category than your leased vehicle (depending on availability at that time).

Example: You have an accident and you can no longer drive your vehicle for at least 24 hours. You contact Arval Assistance. We will provide you with a replacement vehicle as soon as possible from the first day your vehicle is no longer in use.



The kilometres you drive with a replacement vehicle count towards the total number of kilometres of your Lease Agreement.



These General Terms & Conditions apply in full to the replacement vehicle for the entire duration you have it at your disposal.

Total loss, theft or technical withdrawal of your vehicle?

In the event of total loss, theft or technical withdrawal of your vehicle, we will provide you with a replacement vehicle free of charge up to 2 working days after the time of the confirmation of the total loss, theft or technical withdrawal.



Fuel management

If you subscribe to the fuel management service, we will provide you with a fuel card. We will then charge you the actual fuel costs on a monthly basis in addition to your monthly rental.



Charging infrastructure

If you lease an electric or a hybrid vehicle, a charging station or smart charging cable can be installed or delivered to your private address. Certain costs will then be included in the rental.

We will conclude separate agreements about these costs and about the installation and use of the charging station or smart charging cable.



What are your financial obligations?

You will pay the rental by direct debit.



In return for your vehicle and the services, you will pay the monthly fee indicated in the Lease Agreement (the 'rental').

This rental is determined according to the price of your vehicle, the number of kilometers driven per year, the duration and the services provided by Arval.

The rental includes the following elements and services

- depreciation of your vehicle
- interest
- administration and management costs
- repairs, regular maintenance and tyres
- registration tax (BIV) and road tax
- assumption by Arval of the risk of damage, theft or loss of your vehicle ('PERFECTA')
- replacement vehicle
- accident and claims management
- Arval Assistance
- if you choose to take out the insurance via Arval: the premiums for your vehicle's civil liability insurance, legal assistance cover and driver's personal accident cover (as applicable), together with the associated fees, costs and taxes

Reduced rental due to an advance payment

If you make an advance payment, this will result in a lower investment amount and therefore a lower rental.

- ▶ We will only order your vehicle after the advance payment has been transferred to our account.
- ▶ In case of early termination of the Lease Agreement, the advance payment will not be reimbursed, except in case of theft or total loss, where the reimbursement will be prorated.

Adjustment of the rental

The rental may be adjusted before and/or after your vehicle's delivery.

Before delivery

following a change in your vehicle's list price or options (change applied by the manufacturer), the interest rates, the applicable taxes or the cost price of the insurance premiums that are included in the rental.

After delivery

- following modifications to the insurance premiums, the monthly payment component relating to the PERFECTA service, the applicable taxes or other amounts to be paid to the government, all extra costs for your vehicle that are charged to Arval based on the entry into force of new legislation or regulations.
- if the number of kilometers driven per year and/or the contractual term is changed.

What costs do you have to pay yourself?

Arval will assume the costs associated with your vehicle as stated in the Lease Agreement. However, you remain liable for certain costs:

- costs for storage, parking, tolls, ferries, washing and cleaning, fuel, AdBlue and similar products
- fines, costs resulting from incidents or infringements related to the use of your vehicle. If we have to send you a second payment reminder, we will charge a EUR 35 administration fee per fine; if you still fail to pay after that, we will charge you an additional EUR 50 administration fee (if a bailiff is involved)
- the damage that is not covered by the insurance mentioned under "Which insurance can Arval take out in your name and on your behalf".
- the own risk for damage to your vehicle, or in certain specific cases (see "the PERFECTA service") the total amount of damage to your vehicle;
- all repairs resulting from non-compliance with the manufacturer's recommendations or from inappropriate use of your vehicle, negligence, lack of suitable maintenance, carelessness, wrong actions or wrong decisions;
- all other costs for which you are liable, as specifically listed by these General Terms & Conditions.



If you sign the Lease Agreement together with another person, you are both jointly and severally liable for full compliance with the obligations of the Lease Agreement.

Both you and the other person can therefore be required to pay the full rental and any other amounts due. If one person definitively settles the debt, the other person can no longer be held liable for that debt.

Interim settlement



You determine the number of kilometres you will drive each year based on your driving habits. The Lease Agreement is set up on the basis of this information. **On 31 December each year**, we will determine the number of kilometres that you have driven with your vehicle and any replacement vehicles. The annual settlement will take previous settlements into account.

If on 31 December, the number of kilometres driven is **higher** than the contractual number of kilometres determined in the Lease Agreement, the extra kilometres will be charged as an advance on a subsequent final settlement at the applicable kilometre settlement price.

Appendix 2 contains an example of how this is calculated exactly. See example 1 "Interim settlement".

If on 31 December, the number of kilometres driven is **lower** than the number of kilometres stipulated in the Lease Agreement, the kilometres not driven will be reimbursed at the applicable kilometre settlement price.

Appendix 2 contains an example of how this is calculated exactly. See example 1 "Interim settlement".

What are our payment terms?



As we want to make the management of your vehicle easier for you, we will only send you one monthly invoice which you will pay by direct debit. You will receive this invoice around the 15th of the month preceding the invoiced month. The rental must be paid within 15 days and no later than the first day of the month following the invoice date.

1st
invoice

You will receive our first invoice after the delivery of your Vehicle. The first invoice will cover the amount of the rental from the delivery date up to and including the last day of the month after the month in which we send this first invoice. The first invoice therefore always covers a period of more than one calendar month and will therefore always be for a higher amount than the usual monthly rental amount. Make sure your account has sufficient funds.

What happens if you don't pay on time?



If you have not paid our invoice by the due date, we will send you a reminder.



You will then get an additional 15 calendar days to pay the invoice.



If you still fail to pay the invoice, you will be obliged to pay the **principal amount of the invoice increased by:**

- collection costs
- a fixed fee equivalent to 10% of the outstanding amount; and
- interest on the outstanding amount due, calculated on the basis of the legal interest rate increased by 3% per annum, with each commenced month being considered as a full month.

As indicated in the clause titled: "End of the Lease Agreement", we are also entitled to terminate the Lease Agreement in the event of non-payment.



What is the procedure for returning your vehicle to Arval?



On expiry of the term, you must hand back your vehicle in a clean and good condition (normal wear and tear will be accepted), together with all the accessories, all official documents (the insurance certificate if insurance was taken out via Arval, the certificate of registration and the certificate of conformity), fitted with the right tyres for the season (if winter tyres were included, your vehicle must be returned with winter tires if it is returned in the period from 1 October to 30 April inclusive), all keys and any extra equipment supplied with your vehicle.

- You will be charged for the missing items and the fitting of the correct tyres. You will also be charged for any ascertained damage not resulting from your vehicle's normal use that was not reported to us previously.
- When you return your vehicle, Arval will read the odometer and assess your vehicle's general condition.



Your vehicle can be handed back at a location agreed by Arval.



You have to notify us 5 working days in advance, so that we can arrange transport and inspection. If you notify us less than 5 working days in advance, we charge you the corresponding costs.

Doubts about damage?

Consult the Renta standards for the return of end-of-contract vehicles (www.renta.be/en/renta-norm). These give you an overview of what is considered normal wear and tear, which will therefore be accepted. They will also explain what is not normal wear and tear and what we will charge repair costs for. During an inspection at the time of your vehicle's return, the damage (or any impairment as a result of damage) and the repair costs will be assessed.

Removal of options

If you install options on your vehicle during the lease term, all costs of removing them or repairing the damage caused by their removal will be at your expense. Naturally, you can also remove the accessories yourself, but we will charge you the costs of repairing any resulting damage. We will not reimburse you for any options you installed yourself if you did not remove them before returning your vehicle.

Final kilometre settlement



At the end of the Lease Agreement, a settlement will be carried out based on the total number of kilometres actually driven with your vehicle (or any replacement vehicle) in comparison to the initially agreed number of kilometres.

The settlement prices will then be applied to the difference in kilometres in the manner indicated in the clause titled: 'Annual settlement'.

This settlement will take the interim settlements into account.

Appendix 2 contains an example of how this is calculated exactly. See example 2: "Final kilometre settlement".



Term of the Lease Agreement



The right to use your vehicle applies from the commencement date to the date when the Lease Agreement ends.



However, when the Lease Agreement comes to an end, the obligations arising from the Lease Agreement continue to be applicable and subject to these General Terms & Conditions until such obligations have been met in full.



End of the Lease Agreement



The Lease Agreement will end:

a. automatically, when certain events occur:

- upon return of your vehicle when the term has expired as stipulated in the Lease Agreement, or on the agreed new date if the Lease Agreement has been amended.
- upon return of your vehicle if the agreed total maximum number of kilometres to be driven has been attained.
- if your vehicle is declared a total loss, which means that it has been irreparably damaged technically or economically, the Lease Agreement will end on the date of the total loss event.
- upon theft of your vehicle. Your vehicle will be considered stolen if it is not recovered within 30 calendar days after the theft, provided that Arval has been notified in writing of the theft or of the official police report. The Lease Agreement ends on the date of the theft.
- in the event of death. If you enter into a Lease Agreement with more than one person, this only applies in case of the death of all those involved.

b. in the event of early termination at your request.

You can terminate any Lease Agreement at any time during the term by notifying Arval in writing.

c. in the event of early termination by Arval because certain circumstances are influencing our risk position, for example:

- your failure to fulfil one of the material obligations of the Lease Agreement, for example failure to maintain or repair your vehicle, after notice of default without a response, or driving it without a valid inspection certificate, without a valid driving licence or without insurance;
- non-payment of two invoices after notice of default, in which we grant you an additional 15-day payment term and we specifically state that the Lease Agreement can be terminated with payment of compensation to us;
- circumstances that affect (the status of) your vehicle, such as your moving abroad;
- following Arval's termination of the assumption of the loss and damage risk if you are unable to obtain the necessary cover.
- cancellation of the insurance company's civil liability cover;
- information that raises doubts about your creditworthiness or indicates that it may be compromised (such as debt rescheduling, supervisory measures such as receivership and administration, seizure, insolvency, suspension of payment of debts or inability to pay debts on the due date);
- information showing that your situation no longer enables us to comply with our regulatory obligations to prevent and combat money laundering and the financing of terrorism and our obligations under existing schemes for international financial penalties;

We may also terminate the Lease Agreement early:

- if your vehicle's repair and service history costs are excessive, and you agree with Arval to replace your vehicle in order to avoid further excessive costs. (In that case, the Lease Agreement ends on the withdrawal date);
- in the event of failure to collect your vehicle, after we have reminded you at least twice that if you do collect the vehicle within a period of at least 15 days, we may terminate the Lease Agreement, for which compensation may be due.



In the above-mentioned cases at a, b and c, a kilometre settlement will always be carried out as stipulated in the clause titled: "Final kilometre settlement".

If the Lease Agreement is terminated in the event of death, we will not apply a kilometre settlement or other compensation.



If the agreed maximum total number of kilometres to be driven is attained before the end of the term or in the event of an early termination at your request, we will also charge you a fixed sum equivalent to 30% of the total amount of the outstanding rentals.

Appendix 2 contains an example of how this is calculated exactly. See example 3: "End of the Lease Agreement".



How does Arval protect its property rights?

You may not dispose of the Vehicle, pledge it or give it as security in any way, or sublease it or make it available to third parties. If a third party asserts rights to your vehicle by means of any procedure, you must report this as soon as possible so that Arval has the opportunity to assert its rights.

This also applies if you lose possession of your vehicle for any reason.

If your vehicle is seized, all costs relating to (the release of) that seizure – including the recovery costs – will be at your expense, unless the seizure has been imposed by an Arval creditor.

If you are not the owner of the real estate in which your vehicle is parked, you must inform the owner of the real estate – at the latest at the time when your vehicle is parked in the real estate concerned – that your vehicle is not your property and cannot therefore constitute part of the lien referred to in Section 20 – 1° of the Mortgage Act.



How does Arval process your personal data?

We process your personal data in accordance with our Data Protection Notice. More information on Arval's processing of your personal data can be found at <https://www.arval.be/privatelease/en-be/privacy>.



Arval complies with the RENTA private lease code of conduct

We shall apply the Renta (the Belgian Vehicle Rental Association) and BVK/UPC (Professional Trade Association representing the sector of lending to private persons) Private Lease Code of Conduct.

We occasionally deviate from the Code of Conduct, but only if this is in your favour. You can consult this Code of Conduct at www.renta.be/nl/gedragcode-private-lease. In these General Terms & Conditions, we repeat the most important principles, but certainly not everything, from this Code of Conduct. You should therefore make sure to read the Code of Conduct carefully in order to clearly understand our mutual rights and obligations.



Do you have a problem or a complaint?



We aim to offer you the best possible service.

However, if you are not satisfied, please contact us by phone on 02 240 01 99, at retail@arval.be or write to us at this address: Arval, Ikaroslaan 99, 1930 Zaventem.



Together we will try to find a satisfactory solution in an amicable way.

If this is not successful, you can appeal to the Consumer Mediation Service's out-of-court dispute resolution scheme.


As a last resort, you can commence proceedings before the courts of Brussels.



Which law is applicable?

These General Terms & Conditions and the Lease Agreement are governed by Belgian law.

	<p>Signature on Arval's behalf</p>  <p>Sophie Tombeur General Manager Retail</p>
---	---

	<p>Your name and signature:</p>
---	---------------------------------

Appendix 1: Withdrawal Form

Books VI and XIV of the Belgian Code of Economic Law

STANDARD FORM FOR WITHDRAWAL

(Please only complete and return this form if you wish to withdraw from the contract)

— To

*ARVAL BELGIUM NV
IKAROSLAAN 99 – 1930 ZAVENTEM*

— I/We (*) hereby inform you (*) that I am/we are (*) withdrawing from the contract for the sale of the following goods (*)/supply of the following service(s) (*)

.....

— Ordered on (*)/Received on

(*).....

— Name/Names of consumer(s)

.....
.....

— Address of consumer(s)

.....
.....

— Date

— Signature(s) of consumer(s)

(only if this form is submitted on paper)

.....

(*) Please delete as applicable.

Appendix 2: Examples

1.

Interim settlement

Principle

You determine the number of kilometres you will drive each year based on your driving habits. The Lease Agreement is prepared on the basis of this information. We will determine the number of kilometres that have been driven with your vehicle and any replacement vehicles on 31 December each year. The annual settlement will take previous settlements into account.



31/12

If, as at 31 December, the number of kilometres driven is **higher** than the contractual number of kilometres determined in the Lease Agreement, the extra kilometres will be charged as an advance on a subsequent final settlement at the applicable settlement price for more kilometres.

Example: On 1 March, you opted for 10,000 km annually in the Lease Agreement. As at 31 December, you have already driven 12,500 km while the Lease Agreement has not yet been in effect for twelve months. In order to avoid unpleasant surprises at the end date of the Lease Agreement, we will propose that you adjust your annual number of kilometres. You are free to accept or decline this proposal. For the extra kilometres you have driven compared with the agreed number of kilometres, we will invoice you:

10,000 annual km / 12 months = 833.33 km x 10 (March to December) = 8,333.33 km that you have paid for contractually. You drove 12,500 km, so (12,500 – 8,333.33) = 4,166.7 km more. We will therefore invoice you: 4,166.7 x the applicable price per extra kilometre driven.



31/12

If, as at 31 December, the number of kilometres driven is **lower** than the number of kilometres stipulated in the Lease Agreement, the kilometres not driven will be reimbursed at the applicable settlement price for less kilometres.

Example: On 1 March, you opted for 15,000 km annually in the Lease Agreement. However, as at 31 December, you have only driven 10,000 km, which is an average of 1,000 km per month. It is therefore unlikely that you will actually drive the originally agreed 15,000 km annually. Given that you drove less kilometres than originally agreed in the Lease Agreement, the estimated cost price is too high. We will therefore refund you:

15,000 annual km / 12 months = 1,250 km x 10 (March to December) = 12,500 km that you have paid for contractually. You drove 10,000 km, so (12,500 – 10,000) = 2,500 km less. We will therefore refund you 2,500 x the applicable price for the kilometres not driven.

2.

Final settlement

Principle

At the end of the Lease Agreement, a settlement will be carried out based on the total number of kilometres actually driven with your vehicle (or any replacement vehicle) in comparison to the initially agreed number of kilometres. The settlement prices will then be applied to the difference in number of kilometres in the manner indicated in the clause titled: 'Annual settlement'. This settlement will take the interim settlements into account.

Example: You have concluded a contract of 60 months and 15,000 km annually. At the end of the Lease Agreement, you have driven your vehicle for 60 months, but you have only driven 73,250 kilometres rather than the contractual 75,000 kilometres. So you will have driven 1,750 km less.

We will therefore refund you 1,750 x the applicable adjustment price for each kilometre not driven.

3.

End of the Lease Agreement

Principle

At the end of the Lease Agreement, a kilometre settlement will always be carried out as stipulated in the clause titled: "Final kilometre settlement".

If the agreed maximum total number of kilometres to be driven is attained before the end of the term, in the event of an early termination at your request, we will also charge you a fixed sum equivalent to 30% of the total amount of the outstanding rentals.

Example: You have concluded a contract of 60 months and 15,000 km annually for a monthly rental of EUR 284 (including VAT). You decide to cancel the Lease Agreement in the 42nd month.

You will then pay:

60 months - 42 months = 18 remaining months

18 months x the monthly rental, of which you pay only 30%

Specifically:

18 x 284 = EUR 5,112

30% of EUR 5,112 = EUR 1,533.60

You will therefore be required to pay EUR 1,533.60 (including VAT). There will also be a settlement of the total number of kilometres driven.