

ARVAL PRIVATE LEASE

You are interested in the operational leasing of a vehicle ('**Private Lease**') and are considering concluding a Private Lease contract (the 'Lease Agreement') with us ('**Arval**').

Please take the time to read this **pre-contractual information**. It gives you an overview of your rights and obligations under a Lease Agreement.

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

We are your co-contracting party.



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" (Article I, 1, 2 of the Code of Economic Law).



Your signature:



You expressly acknowledge that this pre-contractual information was provided to you prior to the signature of the Lease Agreement.



Should you wish to conclude a Lease Agreement based on our proposal, BNP Paribas Fortis (Warandeborg 3, 1000 Brussel, Brussels Register of Companies VAT BE0403.199.702) will intervene on our request and collect the information which will enable your financial situation to be analysed. BNP Paribas Fortis will then transmit the result of this analysis to us and we will decide whether to offer you a Lease Agreement. You acknowledge and agree that we will ask BNP Paribas Fortis to assess your solvency and to inform us of the result of this analysis.



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



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



You live in Belgium.



You pay by direct debit.



You have the financial means to fulfil your financial commitments to us.



What are the characteristics of your Lease Agreement?

A Private Lease consists of providing you with a vehicle and with services relating to the vehicle. In return, you pay a monthly rental.



Your vehicle

Arval will lease you the vehicle mentioned in the Lease Agreement.

Arval will purchase this vehicle specifically based on your wishes in your requested configuration.

This vehicle will remain Arval's property throughout the entire term of the Lease Agreement.

The Lease Agreement does not include the option nor the obligation to purchase this vehicle.

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



Our services

Arval also provides you with all kinds of services for your vehicle (under the conditions specified in the General Terms and Conditions Private Lease), such as:

- vehicle financing and purchase
- vehicle registration and payment of registration tax and road tax
- regular maintenance and technical repair
- changing of summer and winter tyres, if winter tyres are included in the Lease Agreement
- third-party liability insurance, and, where applicable, legal assistance and driver's insurance, if you have opted to have Arval take out these types of insurance in your name and on your behalf
- assumption of the risk of damage, theft and loss of your vehicle (PERFECTA service)
- roadside assistance in Europe
- provision of a relief vehicle



How do you conclude a Lease Agreement?



You are happy with our proposal and wish to conclude a Lease Agreement.

We will assess your solvency and acceptance criteria on the basis of your identity card, personal data (such as address and date of birth), sources of income, family composition, driving licence, household costs and other current financial commitments.



However, if you wish to do so, we will send you a Lease Agreement with general terms and conditions for the vehicle of your choice.



You can still decide not to conclude the Lease Agreement, even after a positive decision.



You sign the Lease Agreement (including the general terms and conditions) and return it to us. Your signature indicates your agreement.



We will notify you of the receipt of your signed Lease Agreement.



You have the **right to withdraw within 14 days** of our receipt of your signed Lease Agreement. To exercise this right, you can contact us by email at retail@arval.be or by letter. You can also use the withdrawal form available at <https://www.arval.be/privatelease/en-be/info/the-private-lease-contract>.

Your vehicle will not be ordered at the dealer or delivered during the withdrawal period.



From when does your Lease Agreement start and how long does your Lease Agreement run?



You may use your vehicle as **from the moment you collect your vehicle** and **for the term stated in the Lease Agreement**. When you do not collect your vehicle within five working days of the agreed collection date, the lease term shall begin on the fifth day following notification that your vehicle is ready for collection.



When will your vehicle be delivered?



The Lease Agreement will indicate your vehicle's **estimated delivery date**. We will make every effort to make the vehicle available on this date.

However, we do not have any control over the **actual delivery date**: it depends on the manufacturer's production capacity or your vehicle's availability on the market.



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 inform you within 14 days that your vehicle can be collected, you can notify us in writing that you are terminating the Lease Agreement.



You will pay the monthly 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**').

You pay the rental by direct debit.

The amount of this rental is determined based on the number of kilometres driven per year, the lease term, the administrative and management fees, your vehicle's value (model and options) and the various services.

You will receive a monthly invoice from us around the 15th of the month before the invoiced month. The monthly rental must be paid within two weeks, and no later than the first day of the month after the invoice date.

First invoice

You will receive our first invoice after the delivery of your vehicle. This first invoice includes the amount of the rental from the delivery date up to and including the last day of the month following the month in which we send this first invoice. Consequently, this first invoice always covers a period of more than one calendar month and will therefore always be for a **higher amount than the usual monthly rental**. Please make sure your bank account contains sufficient funds .

Reduced rental due to a downpayment

If you make a downpayment, this will result in a **lower investment amount** for Arval and therefore a **lower monthly rental for you**.

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



Can the rental be adjusted?

The rental may be **adjusted before and/or after your vehicle's delivery**. Certain changes in the rental may also lead to a change in the settlement prices for kilometres.

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 rental 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 kilometres per year and/or the contractual lease term is changed



Interim settlement: how is the rental adjusted to your driving habits?



You determine the number of kilometres you will drive each year based on your driving habits. The Lease Agreement is drawn up based on this information. **On 31 December of each year, we will determine how many kilometres have been driven with your vehicle and any relief vehicles.** If you travel fewer kilometres than originally agreed, we will refund the difference based on the applicable settlement prices, and vice versa.

Example: On 1 March, you opted for a Lease Agreement of 10,000 km per year. On 31 December, you have already driven 12,500 km while the Lease Agreement has not yet been in effect for 12 months. In order to avoid unpleasant surprises at the end date of the Lease Agreement, we will propose that you adjust your annual mileage. 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 inclusive) = 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.

Example: On 1 March, you opted for a Lease Agreement of 15,000 km per year. On 31 December, however, 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 cover the originally agreed 15,000 km per year. Because you drove fewer 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 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.



What costs do you have to pay yourself?

Arval will pay the costs associated with your vehicle as indicated in the Lease Agreement. However, you will still need to pay for certain costs, such as those listed below. The following list is not exhaustive.

- Any costs for storage, parking, tolls, ferries, washing and cleaning, fuel, AdBlue and similar products
- The 'own risk' – fixed amount stated in the Lease Agreement – for damage to your vehicle, or in the specific cases mentioned in the Lease Agreement, the full damage to your vehicle
- Fines, any costs and expenses due to incidents and criminal offences related to your vehicle
- All repairs resulting from a failure to comply with the manufacturer's recommendations or inappropriate use of your vehicle (in particular use of the wrong fuel, not checking the oil level, failure to stop immediately when a warning light comes on)



Which insurances can Arval take out in your name and on your behalf?



It is a legal obligation to take out civil liability (third-party liability) insurance for your vehicle. Legal assistance insurance for your vehicle and driver's insurance are optional.

Insurance not through Arval

- You are not obliged to take out these insurance policies through us. You may take out these insurance policies with the insurance companies of your choice.
- However, you must remain insured for civil liability for the Lease Agreement's entire term.
- If you are no longer covered by your insurance during the Lease Agreement, for example due to non-payment of the premium, you must notify us as soon as possible in writing. We will have the right to terminate the Lease Agreement in that event.



If you decide to insure the vehicle through your own insurer:

- we will normally not be able to intervene in the administrative handling of any accidents you may have;
- you must provide us with a copy of the insurance certificate (former 'green card') and a copy of your insurance policy and – annually – proof that the vehicle is insured.

Insurance through Arval

If you wish, we can take out **civil liability insurance** (and **driver's insurance** if desired) in your name and on your behalf with Greenval Insurance DAC. **Legal assistance** insurance can be taken out in your name and on your behalf with Euromex nv.



We would like to inform you about this correctly and transparently in accordance with the statutory rules of conduct for insurance intermediaries.

You can find more information about these rules of conduct and about our status as an insurance intermediary in general at <https://www.arval.be/privatelease/en-be/assurmifid>.



Which types of insurance do you want?



Based on your demands and needs, you hereby request us to take out the following insurances in your name and on your behalf:

Civil liability insurance with Greenval, so that third-party damages can be compensated.

- Yes
 No

Legal assistance with Euromex to protect your interests in case of an accident with the vehicle.

- Yes
 No

Driver's insurance with Greenval so that the driver's physical injuries can be compensated.

- Yes
 No



What are the costs and charges of these insurances?



If you take out the insurance through our intermediation, the different premiums for your selected insurances will be included in the rental invoice, including the charges and costs.

Statutory insurance taxes

- Third-party liability insurance 27.10%
- Legal assistance insurance 16.75%
- Driver's insurance 16.75%



Where can you find information about these insurances?

Pre-contractual information sheets ("IPID")

We gladly provide you with correct and complete information about the insurances you can take out through our intervention. To this end, we will provide you with insurance information sheets.

You confirm that you choose to consult the information sheets electronically at <https://www.arval.be/privatelease/en-be/assurmifid> (via the various links under the heading 'General Information about Arval').

You confirm that you were able to consult these information sheets prior to the conclusion of the Lease Agreement.



Who will pay for damage to your vehicle?



The PERFECTA service means that we will bear the costs of repairing your vehicle and for the damage thereto resulting from the causes mentioned below, and will waive any right of recourse against you (waiver of recourse), subject to the payment of an 'own risk' and a few exceptions, as stated below.

Causes of damage included in the PERFECTA service are limited to fire, (attempted) theft, accidental damage and glass breakage.

You will always have to pay a fixed amount for each claim due to these causes (the '**own risk**'), unless the loss is recoverable. This amount is indicated in the Lease Agreement.



However, we do not cover certain damages and you will therefore be liable for these. An exhaustive list of such exceptions can be found in our General Terms and Conditions for Private Lease. This could be the case, for example, in the event of damage caused when your vehicle is driven by a person who does not satisfy the legal requirements for driving a vehicle, or regarding damage caused when the driver is above the legal level of alcoholic intoxication or is in a state of drunkenness or a similar state as a result of the use of substances other than alcoholic beverages.



How to return your vehicle to Arval?

Settlement of kilometres and damage at the end of the Lease Agreement



You must return your vehicle to us in a clean and good condition on the end date of the Lease Agreement. If damage is found at the time of your vehicle's return that is not due to normal wear and tear, you will be charged for the repair costs or the decrease in value as a result of that damage. Please consult the Renta standards (www.renta.be/en/renta-norm) for the return of end-of-contract vehicles. These give you an overview of what is considered normal wear and tear, which will therefore be accepted.



A settlement is also made based on the total number of kilometres actually driven (including the kilometres driven with a relief vehicle). We will then compare this data with the contractual number of kilometres. If the number of kilometres you have driven exceeds that originally agreed, we will invoice you for the difference based on the applicable settlement prices. If you have driven fewer kilometres, we will refund to you the difference based on the applicable settlement prices. This settlement will take the interim settlements into account.



End of the Lease Agreement due to cancellation or termination



The Lease Agreement will end:

a.

automatically, in the cases specified in the Lease Agreement (such at the moment of return of the vehicle at the expiry of the term or at the moment of return when having reached the maximum number of kilometres to be driven). The kilometres will be settled in accordance with the clause "How to return your vehicle to Arval?"

b.

in the event of **early termination at your request** (under certain conditions);

c.

in the event of **early termination at our initiative** due to excessive repair and maintenance costs or due to certain circumstances for which you are responsible (under certain conditions) affecting our risk position, such as non-payment of at least two invoices after notice of default;

d.

in the event of **failure to collect your vehicle**, after we have reminded you at least twice that if you do not respond within a period of at least 14 days, we may terminate the Lease Agreement, for which compensation may be due, as stated in the General Terms and Conditions.

At the end of the Lease Agreement, the number of kilometres will be settled in accordance with the clause " How to return your vehicle your vehicle to Arval?"

In addition, you must pay 30% of the total amount of the contractually outstanding rentals (1) in the cases stipulated under b, c and d; and (2) upon reaching the agreed total maximum number of kilometres to be driven before the end of the term of the Lease Agreement.



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

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.



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, by email at retail@arval.be or write to us at this address: Arval, Ikaroslaan 99, 1930 Zaventem, Belgium.



Together we will try to find a satisfactory solution amicably.

If this is not successful, you can turn to the Consumer Mediation Service's out-of-court dispute resolution scheme, as stipulated in the General Terms and Conditions.