

General Terms & Conditions of SCHERPE LEASE DEAL B.V. having its registered office in Moordrecht

Applicable from 29 July 2020

1 Definitions

- 1.1 *Scherpe Lease Deal*: Scherpe Lease Deal is understood to mean the private company with limited liability Scherpe Lease Deal B.V., with its registered office in (2841 MG) Moordrecht at Noordbaan 804, registered in the Trade Register of the Chamber of Commerce under number 76254348.
- 1.2 *Customer*: the other party, legal entity acting in the course of a profession or business, including its representatives, who has concluded or wishes to conclude an Agreement with Scherpe Lease Deal.
- 1.3 *Agreement*: any agreement between Scherpe Lease Deal and the Customer relating to the provision of Services by Scherpe Lease Deal on behalf of the Customer, any amendment or addition thereto, as well as all (legal) acts in preparation for and/or in execution of that Agreement.
- 1.4 *Services*: the services to be performed by Scherpe Lease Deal for the benefit of the Customer, consisting of the intermediary activities between the Customer and the Lease Company on the terms and conditions of the financial lease agreement to be concluded and the subsequent making of an offer to the Customer, as well as the intermediary activities between the Customer and the Car Company on the car to be delivered by the Car Company to the Customer in the framework of the financial lease agreement to be concluded.
- 1.5 *Leasing Company*: the party with which the Customer intends to enter into a financial lease agreement, for which Scherpe Lease Deal carries out intermediary activities.
- 1.6 *Car Company*: the party who will provide and deliver a car to the Customer under the financial lease agreement to be entered into, for which Scherpe Lease Deal performs intermediary activities.
- 1.7 *Parties*: the Customer and Scherpe Lease Deal together.

2 Applicability

- 2.1 These general terms and conditions apply to each Agreement as described under article 1.3 of these general terms and conditions between Scherpe Lease Deal and the Customer, unless otherwise agreed in writing by the Parties. Any reference by the Customer to its own general terms and conditions is expressly rejected by Scherpe Lease Deal.
- 2.2 Before the Agreement is concluded, the text of these general terms and conditions will be made available to the Customer. If this is not reasonably possible, before the Agreement is concluded, Scherpe Lease Deal will make known how the general terms and conditions can be viewed and that these will be sent free of charge as soon as possible at the request of the Customer.
- 2.3 The Customer accepts the applicability of these general terms and conditions to all Agreements to be concluded with Scherpe Lease Deal.
- 2.4 Deviations from these general terms and conditions are only valid if the deviations have been confirmed in writing by Scherpe Lease Deal. If Scherpe Lease Deal has expressly agreed in writing to a deviation from these general terms and conditions, that deviation will only apply to the Agreement in question.

3 Offers and conclusion

- 3.1 Offers made by Scherpe Lease Deal in any form whatsoever are without obligation, unless expressly stated otherwise.
- 3.2 Offers made by Scherpe Lease Deal are valid for a period of 30 days, unless expressly stated otherwise.

- 3.3 After the Customer has accepted Scherpe Lease Deal's offer in writing or verbally, Scherpe Lease Deal will send an order confirmation to the Customer. The content of the order confirmation of Scherpe Lease Deal is binding for the scope and content of the Agreement. Obvious mistakes or obvious errors in an offer are not binding for Scherpe Lease Deal and the Customer cannot derive any rights from them.
- 3.4 Scherpe Lease Deal is only bound to the offer if the Customer has accepted the offer within the period of validity referred to in article 3.2.
- 3.5 The Agreement is concluded by the fact that Scherpe Lease Deal sends the order confirmation to the Customer, or by the fact that Scherpe Lease Deal carries out the order.
- 3.6 The Customer shall provide Scherpe Lease Deal with all the information that Scherpe Lease Deal considers necessary for the execution of the Agreement and for the formation of the intended financial lease agreement.
- 3.7 After acceptance of the offer by the Customer, the Lease Company involved in the offer will draw up a financial lease agreement to which the Customer, the Lease Company and the Car Company involved are parties. Scherpe Lease Deal receives the financial lease agreement from the Lease Company and forwards it to the Customer upon receipt. Scherpe Lease Deal uses the contact details it has received from the Customer for this purpose. These general terms and conditions do not apply to the financial lease agreement to be concluded between the Customer, the Lease Company and the Car Company.

4 Insurance

- 4.1 If the Customer has declared when accepting Scherpe Lease Deal's offer that he wishes to enter into an insurance agreement, Scherpe Lease Deal will forward the personal data of the Customer to an insurance provider mentioned in the offer.
- 4.2 By accepting the Scherpe Lease Deal's offer, where the Customer has declared that he wishes to enter into an insurance agreement, the Customer gives his consent in advance to the forwarding of his personal data to the insurance provider.
- 4.3 The forwarding of the Customer's personal data to the insurance provider is necessary for the Customer's application for an insurance agreement with the insurance provider and for the execution of the Agreement.
- 4.4 Scherpe Lease Deal is in no case a party to an insurance agreement between the Customer and the insurance provider, which is established as a result of the forwarding of the Customer's personal data by Scherpe Lease Deal.
- 4.5 Scherpe Lease Deal is in no case liable for damage that the Customer would suffer as a result of or in connection with an insurance agreement that has been concluded as a result of the forwarding of the Customer's data by Scherpe Lease Deal.

5 Costs and payment

- 5.1 At the time the Agreement is concluded, the Customer will owe the administration and brokerage costs to Scherpe Lease Deal in the amount of EUR 195 (excluding VAT), unless the Parties have expressly agreed otherwise in writing.
- 5.2 If the Customer cancels the Agreement concluded between the Parties, the Customer will continue to owe the administration and brokerage costs in full.
- 5.3 Scherpe Lease Deal will send the Customer an invoice for the administration and brokerage costs that have become due. Payment of the administration and brokerage costs must be made within 14 days after the invoice date by transferring the amount due to a bank account specified by Scherpe Lease Deal.

- 5.4 If any dispute arises between Scherpe Lease Deal and the Customer about the execution of the Agreement, the Customer is expressly not permitted to suspend his payment obligation under the Agreement. Any invocation of settlement or suspension by the Customer is explicitly excluded.
- 5.5 If the Client fails to pay on time, the Client shall be in default by operation of law without a written notice of default being required. From the moment he is in default, the Customer shall owe a contractual interest of 2% per month on the amount due and payable, whereby part of a month shall be counted as a whole month. Scherpe Lease Deal is also entitled to recover the extrajudicial and judicial costs from the Customer, including lawyer's and bailiff's fees. The extrajudicial and judicial costs are fixed at 15% of the amount due, with a minimum of € 100.00.
- 5.6 Payments made by the Client shall first be applied to the extrajudicial and judicial costs incurred, then to the contractual interest and at the latest to the invoice amounts owed, whereby the oldest invoice shall always be applied in the first place, regardless of the description mentioned by the Client in the payment or the payment reference used by the Client.
- 6 Termination of the Agreement**
- 6.1 The Agreement shall terminate in the following cases:
- at the moment that the Client has entered into a financial lease agreement with the Lease Company;
 - by dissolution of the Agreement as referred to in Article 7 of these general terms and conditions;
 - by mutual consent.
- 7 Dissolution**
- 7.1 Each Agreement concluded between Scherpe Lease Deal and the Customer may be dissolved by Scherpe Lease Deal immediately and without further notice of default in the event of any failure on the part of the Customer to comply with any obligation arising from the Agreement, without prejudice to the right of Scherpe Lease Deal to claim additional compensation.
- 7.2 Scherpe Lease Deal is furthermore authorised to dissolve the Agreement with the Customer without further notice of default if:
- the Customer is declared bankrupt, applies for its own bankruptcy, or if it applies for a suspension of payments;
 - the Customer transfers all or part of its business to a third party;
 - after the conclusion of the Agreement, circumstances come to the knowledge of Scherpe Lease Deal which give him good reason to fear that the Customer will not fulfil his obligations under the Agreement.
- 7.3 In the event that Scherpe Lease Deal is unable to execute the agreement as a result of force majeure, Scherpe Lease Deal is entitled, without judicial intervention, to suspend the execution of the agreement or to dissolve the agreement in whole or in part, without being obliged to pay any compensation. There may be force majeure within the meaning of this article in the event of a circumstance beyond the control of Scherpe Lease Deal as a result of which compliance with the agreement is permanently or temporarily prevented, as well as, if not already included, in the event of war, danger of war, civil war, riots, strikes and the ignition of any other disruption in the business of Scherpe Lease Deal or its suppliers. There may also be force majeure if a third party on whom Scherpe Lease Deal depends in connection with the performance of the Agreement with the Customer cannot temporarily or permanently supply goods or services on which Scherpe Lease Deal depends.

8

7.1

Liability

The liability of Scherpe Lease Deal by virtue of the Agreement on account of a shortcoming in the performance of the Agreement is excluded, except insofar as this is the result of intent or wilful recklessness on the part of Scherpe Lease Deal. In the event of liability on the part of Scherpe Lease Deal, Scherpe Lease Deal is only obliged to compensate the direct material damage suffered by the Customer. Under no circumstances does this include: consequential damage, trading loss, other indirect damage and damage as a result of liability of third parties, loss of production, loss of turnover or profit or loss of value or loss of products.

8.2

Scherpe Lease Deal is also not liable for damage that the Customer may suffer as a result of the use of the website of Scherpe Lease Deal: www.scherpeleasedeal.nl.

8.3

Employees of Scherpe Lease Deal can, if would be addressed by the Customer or by third parties engaged by the Customer, rely on the provisions of this article, as if they were a party to the Agreement.

9

9.1

Intellectual property

All documents, folders, images, drawings, offers, designs, recipes, preparation methods, production processes and the like, as well as all underlying information provided to the Customer remain the property of Scherpe Lease Deal. The Customer is not entitled to use these for any purpose other than that for which they were made available to the Customer.

9.2

All signs, logos, labels, packaging and the like, whether or not protected by intellectual or industrial property rights, which are on or in the documents made available to the Customer by Scherpe Lease Deal or on the website of Scherpe Lease Deal, may not be changed, removed from the documents, imitated or used for other purposes by the Customer other than with the permission of Scherpe Lease Deal.

10

10.1

Transfer of rights and obligations

The Customer is not permitted to transfer or pledge rights and/or obligations arising from an Agreement with Scherpe Lease Deal to third parties without the prior express written consent of Scherpe Lease Deal.

11

11.1

Competent court, applicable law and miscellaneous provisions

Parties shall submit all disputes relating to an Agreement between Scherpe Lease Deal and the Customer to the competent court of the District Court of Rotterdam, in deviation of the statutory rules for relative jurisdiction of the civil court.

11.2

Agreements between Scherpe Lease Deal and the Customer are governed exclusively by Dutch law.

11.3

If one or more provisions of these general terms and conditions are null and void or annulled, this shall not affect the validity of the remaining provisions. In that case, the Parties will replace the void or annulled provision with a valid provision that as far as possible has the same purport as the provision in which it is replaced.

11.4

In the event of a conflict between the meaning of a provision in the version of these general terms and conditions in the Dutch language and the version of these general terms and conditions in the English language, the meaning of that provision in the version of these general terms and conditions in the Dutch language shall prevail.