

General terms and conditions for bicycle leasing



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DirectLease

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Definitives

General terms and conditions

The general terms and conditions for business bicycle leasing as set out in this document.

Additional terms

Terms that apply to certain customers and are agreed upon in a separate document.

Driver

A natural person and employee of the Lessee, to whom the vehicle is made available.

Proof of deployment

A document signed by both the Lessee and the delivering dealer as proof of receipt of the vehicle. The delivery date stated in this proof serves as the start date of the lease period.

Lessee

The party that enters into, will enter into, or has entered into an operational lease agreement with the Lessor.

Lessor (leasing company)

DirectLease Nederland B.V., which enters into, will enter into, or has entered into an operational lease agreement with the Lessee.

Lease contract

The individual contract created per vehicle and signed, in which the vehicle's specifications and contractual agreements are recorded. The lease contract is concluded for the contract period specified therein.

Lease period

The period during which the Lessee has the right to use the vehicle under the lease contract.

Master agreement

An agreement in which the Lessee and Lessor establish their collaboration for providing operational leasing and/or fleet management.

Operational lease

A lease arrangement in which ownership of the vehicle remains with the Lessor, and the Lessee receives the right to use the vehicle for a specified period of at least twelve months, unless otherwise agreed.

Monthly fee

The amount of payable each month. The Lessor may also refer to this as the lease term, lease rate, or monthly lease fee.

Vehicle

The leased or to-be-leased object with at least two wheels, without a licence plate or registered with a blue licence plate by the RDW, which may not exceed 25 km/h, as well as an electric vehicle registered with a yellow licence plate by the RDW, which may now exceed 45 km/h, but excluding cars or similar motorized vehicles.

Terms

When the term "terms" is mentioned, it refers to a combination of the general terms and conditions, any additional terms, and/or insurance terms.

Article 1 - Applicability and amendments

1.1 These general terms and conditions apply to all quotations and lease contracts issued by the Lessor concerning business operational bicycle leasing.

1.2 At the time of signing the lease contract, the Lessor declares that the most recent version of these terms and conditions is applicable.

1.3 Deviating or additional terms shall only apply if they have been agreed upon in writing between the Lessee and the Lessor.

1.4 If any provision in these general terms and conditions is void or invalid, the rest of the terms and conditions shall remain in effect. The invalid provision shall be replaced by a provision that most closely reflects the original intent.

1.5 The Lessor's applicable insurance terms for comprehensive insurance, theft, and roadside assistance are provided to the Lessee before entering into the lease contract and are deemed to be known and accepted by the Lessee.

1.6 The Lessor has the right to revise and adjust these general terms and conditions. The Lessee will be informed of such changes in writing or electronically. Within 30 days of the adjustment date, the Lessee has the right to reject the changes if they result in significant modifications unless the changes are due to legal regulations. If the Lessee does not object, they are deemed to have accepted the adjustments.

Article 2 - The quotation and lease contract

The Lessor presents the vehicle offering on its website. Through the website, the Lessee/Driver can configure a quotation and submit it to the Lessor. The quotation is always issued subject to credit approval. The Lessor prepares an order confirmation that includes the key elements of the lease contract. Once the Lessee signs the order confirmation, the lease contract is final, and the vehicle is ordered from the dealer. If the Lessor cannot fulfill the binding order within two months, they will inform the Lessee as soon as possible and, if possible, offer an alternative vehicle that is substantially equivalent to the ordered vehicle.

Article 3 - Documents and their hierarchical order

The rights and obligations related to the lease contract can be found in the following documents:

- The lease contract/order confirmation: This is the document signed by the Lessee, containing the details of both the Lessor and Lessee and listing the key elements of the lease contract, such as:
 - The brand, type, and version of the vehicle
 - The agreed-upon lease period
 - The monthly lease fee at the start of the lease contract
 - The deductible for damage and/or theft
- These general terms and conditions for business bicycle leasing
- Any applicable additional terms
- The agreements associated with the bicycle insurance
- The SEPA direct debit authorization

The Lessor attaches all documents containing the terms of the lease contract and makes them available to the Lessee before finalizing the agreement.

Article 4 - Legal relationship

The lease contract grants the Lessee the right to use the vehicle. The Lessor remains the owner of the vehicle at all times, and the Lessee is prohibited from transferring, pledging, or otherwise encumbering the vehicle, renting it out, or making it available to third parties in any way, or using it for any purpose other than that for which it is intended. The Lessee may also not transfer any rights or obligations arising from the lease contract to third parties.

Article 5 - Duration of the lease contract and commencement of the lease period

5.1 The lease contract is concluded for the period specified in the lease contract.

5.2 The lease contract comes into effect once the Lessor has received the lease contract signed by the Lessee. If the contract is sent electronically (via scan, email, web form, etc.), "signed" shall mean the required approval in the applicable electronic form.

5.3 If, at the time of signing the lease contract, the pickup date of the vehicle is not yet known, the Lessee will receive a notification from the Lessor or the dealer as soon as the pickup date is determined.

5.4 The lease period begins on the day the vehicle is delivered to the Lessee. However, if the Lessee does not pick up the vehicle within five days after being informed by the Lessor or the dealer that the vehicle is ready for pickup, or if delivery could not take place because the Lessee and/or driver was absent on two scheduled occasions, the lease period will commence on the day following this five-day period.

5.5 The lease period ends when the agreed-upon lease duration expires, if the lease contract is terminated earlier, or if the lease contract is canceled according to these general terms and conditions. The Lessee remains liable for the termination fee, as specified in Article 15 of these general terms and conditions, except for the elapsed lease period.

Article 6 - Delivery of the vehicle

6.1 The vehicle will be delivered either at the dealer's location or at the Lessee's or Driver's home or workplace. If delivery takes place at the home or workplace and the Lessee/Driver is absent on two scheduled occasions, the Lessor is entitled to charge a fee of €100 for rescheduling the delivery, regardless of whether the new delivery location is the dealer or the Lessee's/Driver's home or workplace.

6.2 It is important to the Lessor that the Lessee personally receives the vehicle. Before delivery, the Lessee must sign the Proof of Deployment document. Upon delivery, the Lessee must present valid identification for verification purposes.

6.3 Upon delivery of the vehicle, the Lessee will also receive information about its use and maintenance.

6.4 Exceeding a delivery time specified by the Lessor does not constitute a default on the part of the Lessor.

6.5 If damage to the vehicle is detected upon delivery, the Lessee must immediately inform the Lessor in writing and must not use the vehicle unless otherwise agreed.

Article 7 - The monthly fee and changes

7.1 Under the terms and limitations of the lease contract, the Lessor includes the following costs for the use of the vehicle in the monthly fee:

- Depreciation and interest costs
- Costs of repairs and regular maintenance of the vehicle
- Replacement of tires due to normal wear and tear
- Insurance premium or costs incurred by the Lessor for coverage of potential damage to the vehicle due to accidents, theft, or other unforeseen external incidents (comprehensive coverage)
- Roadside assistance costs. The Lessee can rely on a roadside assistance service contracted by the Lessor. Instructions on how to proceed are provided after the vehicle is delivered
- Any other costs if specified in the lease contract

7.2 All costs not included in the above list are not part of the monthly fee. For example, charging costs for an electric vehicle and any fines incurred are the responsibility of the Lessee.

7.3 The Lessor may adjust the monthly fee after the lease contract has been concluded in the following cases:

- If, after signing the lease contract, taxes or levies related to vehicle ownership or usage are changed (e.g., VAT or insurance tax)
- If new taxes or levies related to vehicle ownership or usage are introduced after signing the lease contract
- If changes occur regarding applicable subsidies, or if such subsidies are not granted
- If the purchase price of the vehicle increases between signing the lease contract and delivery
- If the insurance premium and/or roadside assistance costs change
- If the vehicle's specifications change at the request of the Lessee or due to legal requirements

The revised lease fee applies from the moment the relevant changes take effect.

Article 8 - Payment of the monthly fee and other charges

8.1 The Lessee must pay the monthly fee, including VAT, from the beginning of the lease period. This means payment starts from the moment the Lessee picks up the vehicle, or if the Lessee has not collected the vehicle within five days of it being made available, payment starts from the first day after that five-day period.

8.2 The Lessee must continue paying the monthly fee until the lease period ends, as outlined in Article 5 of these general terms and conditions, and the Lessee has returned the vehicle to the Lessor or a location designated by the Lessor. If the lease contract is terminated due to theft or total loss of the vehicle, returning the vehicle is not required.

8.3 The monthly fee applies per calendar month. If the lease period starts after the first day of a calendar month or if the lease contract ends before the last day of a calendar month, the monthly fee is calculated based on the number of days the lease period was active in that month.

8.4 The monthly fee must be paid in advance; other charges are due within 14 days from the invoice date. Payment of monthly fees and other amounts is only possible via direct debit, except for the early termination fee, which the Lessee must transfer manually. By signing the SEPA direct debit authorization, the Lessee grants the Lessor permission to withdraw the due amounts from their bank account.

8.5 Failure to pay any due amount on time constitutes a default by the Lessee. In such cases, the Lessee owes 1% interest per month on the outstanding amount, where any part of a month is considered a full month.

8.6 If the Lessee fails to pay the monthly fee or other charges on time, the Lessor has the right to terminate the lease contract. If the Lessor terminates the lease contract due to non-payment, the existing claim against the Lessee will be increased by the dissolution fee. This fee equals the early termination fee specified in Article 16 of these general terms and conditions. The dissolution fee is due in addition to other outstanding amounts. To terminate the lease contract due to non-payment, the Lessor must first send the Lessee a registered letter (with a copy by regular mail or email) providing 14 days to settle the outstanding amount. The letter must notify the Lessee that failure to pay within this period will lead to contract termination and that the dissolution fee will be charged. If, at the end of this period, the contract can be terminated under Article 15, the Lessor will inform the Lessee of the termination terms.

8.7 The Lessee receives invoices for monthly fees and other charges at the email address provided to the Lessor. If the Lessee's email address changes, they must inform the Lessor immediately. Failure to receive an invoice does not exempt the Lessee from their payment obligations.

8.8 If the vehicle cannot be used for any reason, this does not affect the Lessee's payment obligations, unless the Lessor explicitly informs the Lessee in writing that the payment obligation is suspended.

8.9 The Lessee cannot claim a right to offset amounts due.

Article 9 - Installing accessoires

9.1 The Lessee may install accessories or make modifications to the vehicle only with the Lessor's written permission. Accessories must be installed and removed in a way that does not damage the vehicle. Before returning the vehicle, the Lessee must remove any installed accessories unless the Lessor explicitly states otherwise. Costs related to insurance, maintenance, repair, and replacement of accessories installed by the Lessee are the responsibility of the Lessee.

9.2 If the Lessee does not remove the accessories they installed before returning the vehicle, ownership of these accessories automatically transfers to the Lessor without compensation.

Article 10 - Insurance terms and roadside assistance

10.1 The risk of damage to the vehicle itself due to accidents and similar incidents (comprehensive damage) is covered under a comprehensive insurance policy with good and extensive coverage. However, there are cases where comprehensive damage is not covered, and the Lessee may be held liable for the damages. For example, the Lessee is liable for comprehensive damage if the driver of the vehicle had a blood alcohol level exceeding the legal limit, failed to cooperate with an investigation into the incident, or completely refused to cooperate in determining the cause of the damage. The precise terms are outlined in the insurance policy.

10.2 Third-party liability insurance (WA coverage) is not included for vehicles. In cases of private use (commuting is considered private use), any third-party damage is covered by the personal liability insurance (APV) of the vehicle's driver. For business use, the Lessee is required to obtain sufficient third-party liability insurance. For speed pedelecs, third-party liability insurance is included in addition to comprehensive insurance. The exact conditions are outlined in the insurance terms.

10.3 In the event of covered comprehensive damage, the Lessee is required to pay a deductible per damage case, as specified in the lease contract.

10.4 The Lessor considers theft of the vehicle to be a comprehensive damage claim and must be handled accordingly. Additionally, the Lessee is required to report the theft to the police within 48 hours of discovery and provide the Lessor or the Lessor's insurance expert with the two original keys. The police report must be submitted to the Lessor immediately upon receipt. If the Lessee fails to comply with the requirements of the

insurance terms and the insurer does not cover the damage, the Lessee will be responsible for the loss. The precise conditions are specified in the insurance policy.

10.5 If the keys to the vehicle are lost or stolen, the Lessee must report this immediately to the Lessor and file a police report. The Lessee must submit the police report to the Lessor immediately upon receipt. A replacement key can be ordered from the Lessor, for which a fee of €25.00 will be charged.

10.6 Damage to or loss of personal belongings inside the vehicle and accessories that the Lessee has installed (but are not included in the lease contract) are not covered and remain the Lessee's responsibility.

10.7 If modifications are made to the vehicle or its software that invalidate the insurance coverage, all resulting costs, damages, consequential damages, and repairs are the responsibility of the Lessee.

10.8 The Lessor places the comprehensive insurance policy with an insurance company under collective insurance conditions, which the Lessee automatically joins by signing the lease contract with the Lessor. The insurance company reserves the right to reject the Lessee or driver if there are valid reasons for doing so. In such cases, the Lessee must obtain their own insurance policy for the vehicle, as described in Article 10.9.

10.9 If the insurance policy is terminated by the insurer under the insurance terms, the Lessee must immediately obtain their own insurance for the vehicle at their own expense. This insurance must provide at least the same coverage as the policy arranged by the Lessor. During the gap period between the termination of the Lessor's insurance and the activation of the Lessee's new insurance, the Lessee is fully liable for any potential damages, repairs, or other costs that would normally be covered by insurance. The Lessee must notify the Lessor as soon as a new insurance policy is in place and provide the necessary documentation to the Lessor.

10.10 If the Lessee fails to secure new insurance within seven days after the termination of the original policy and does not inform the Lessor as described in the previous section, the Lessor has the right to terminate the lease contract immediately under Article 16 of these general terms and conditions.

10.11 The Lessor has arranged roadside assistance for every vehicle within the Netherlands. The Lessee may use this service in the event of breakdowns or accidents occurring at least 2 kilometers from their home address. If the breakdown occurs at the home address, the Lessee must contact a dealer recognized by the Lessor.

10.12 The Lessee indemnifies the Lessor, insurer, and roadside assistance provider against any third-party claims that result from incorrect or missing information provided by the Lessee or driver, as well as any unlawful conduct on their part.

10.13 The Lessee is required to comply with the insurer's guidelines and any instructions from designated individuals or institutions when handling an insurance claim. If the Lessee deviates from these guidelines, they must immediately inform the insurer and/or the Lessor.

10.14 The insurer will deny insurance claims if the damage arises from:

- Intentional acts, reckless behavior, or gross negligence by the Lessee and/or driver of the vehicle.
- Intentional or reckless acts by the Lessee and/or driver of the vehicle.
- Direct or indirect consequences of armed conflict, civil war, uprisings, domestic disturbances, riots, or rebellion.

Article 11 - Use of the vehicle

11.1 The Lessee must handle the vehicle responsibly, like a prudent and careful user. The vehicle must not be used in any way that violates the insurance conditions or leads to denial of comprehensive damage coverage.

11.2 If the vehicle sustains damage, the Lessee must not continue driving if doing so could worsen the damage.

11.3 The actions of other drivers or users of the vehicle are considered to be the responsibility of the Lessee, as if they were the actions of the Lessee themselves. Therefore, the Lessee is liable for the actions of other users. However, if the vehicle is stolen, the Lessee is not responsible for what happens after the theft, provided that they immediately report the theft to the police and file a formal theft report.

11.4 The vehicle may be driven by anyone, unless the nature of the vehicle or traffic laws impose a higher minimum age requirement. In such cases, the legally required minimum age applies. If the applicable laws change during the lease period, the new laws take precedence, while the other provisions of these general terms and conditions remain in effect.

11.5 Drivers must always comply with traffic laws and safety regulations, including wearing appropriate protective gear when required by law.

11.6 The Lessee may not:

- Sell, pledge, rent, or otherwise transfer the vehicle to a third party.
- Allow long-term third-party use of the vehicle.
- Use the vehicle for purposes other than intended.
- Engage in any actions that may harm the interests of the Lessor.
- Transfer rights or obligations from the lease contract to third parties.

Article 12 - Repairs and maintenance

12.1 The Lessee is responsible for maintaining the tire pressure and the battery charge level in accordance with the manufacturer's guidelines. The associated costs are the responsibility of the Lessee.

12.2 The Lessor will inform the Lessee about the maintenance schedule. When the vehicle requires a maintenance service according to the manufacturer's recommendations, the Lessee must schedule an appointment with a dealer recognized by the Lessor for that specific brand. The Lessee must personally bring the vehicle to the service location. To avoid confusion regarding payment, the Lessee must inform the dealer that the vehicle belongs to the Lessor and that prior approval from the Lessor is required for any maintenance. If the vehicle is located abroad and requires maintenance according to the schedule, the service should be postponed until the vehicle is back in the Netherlands. Routine maintenance services performed abroad are not covered under the lease contract.

12.3 If the vehicle has a mechanical defect that requires repair, the Lessee must also schedule an appointment with a Lessor-approved dealer for the relevant brand. The same requirement applies: the Lessee must inform the dealer that the vehicle belongs to the Lessor and that approval must be obtained before proceeding with repairs.

12.4 The Lessor will cover the repair or maintenance costs directly with the dealer, provided that prior approval has been given. If the repair takes place abroad and has been approved by the Lessor, the Lessee may pay for the repair in advance. In this case, the Lessee must request an invoice issued in the name of the Lessor and submit the original invoice along with proof of payment to the Lessor. The Lessor will reimburse the costs up to the amount for which approval was granted.

12.5 If the Lessee fails to carry out the required maintenance, this may result in additional repair costs, which will be charged to the Lessee.

12.6 If the repair and maintenance costs exceed normal wear and usage levels, the Lessor has the right to terminate the lease contract early. In this case, the final settlement will be carried out in accordance with Article 23, and Article 15 (Early Termination of the Lease Contract) will not apply.

Article 13 - Replacement vehicle

13.1 If the vehicle cannot be used due to a mechanical issue or required repairs that cannot be completed within 48 hours (excluding Saturdays, Sundays, and public holidays), the Lessor will provide a replacement vehicle after this 48-hour period for as long as the Lessee's vehicle remains unavailable. This does not apply in the event of vehicle theft.

13.2 Once the vehicle is repaired, the Lessee will be informed, and the right to a replacement vehicle will end immediately. The replacement vehicle must be returned within two days after notification. If the replacement vehicle is not returned on time, the Lessor is entitled to charge €20.00 per day to the Lessee.

Article 14 - Seizure of the vehicle and fines

14.1 If the vehicle is seized, or if seizure is imminent, the Lessee must immediately inform the seizing party that the vehicle is not the property of the Lessee, but rather the property of the Lessor. Additionally, the Lessee must immediately inform the Lessor and provide the Lessor's contact details to the seizing party. The Lessee authorizes the Lessor to take necessary legal steps to remove or prevent the seizure. If the vehicle remains seized after the lease contract ends, the Lessee must continue paying the monthly fee until the vehicle is released and returned to the Lessor.

14.2 The Lessee is fully responsible for all fines and penalties incurred in connection with the use of the vehicle. Any fines or penalties are sent directly to the Lessee by the relevant enforcement authorities. The Lessee is solely responsible for timely and correct payment of these fines.

Article 15 - Early termination of the lease contract

15.1 The lease contract cannot be terminated within the first year. After this initial period, the Lessee may terminate the contract early, provided that they:

- Submit a written termination request to the Lessor at least two months in advance.
- Pay the Lessor a termination fee, which amounts to 40% of the remaining lease payments, with a minimum charge of €250.

If the Lessor incurs additional costs due to early termination, the Lessor has the right to charge these extra costs to the Lessee, provided that a detailed breakdown is given.

15.2 If the Lessee cancels an ordered vehicle before delivery or refuses to accept the vehicle, this will be considered early termination by the Lessee. In such a case, the Lessee is fully liable for any resulting costs, damages, and interest, including legal and administrative fees.

Article 16 - Termination of the lease contract and termination fee

16.1 The Lessor may terminate the lease contract immediately and without further notice and reclaim possession of the vehicle if:

- The Lessee remains in default despite being formally reminded to fulfill their obligations.
- The Lessee applies for or is granted suspension of payments, files for bankruptcy, enters into a debt settlement arrangement, or is declared bankrupt.
- The Lessee's assets, including the vehicle, are seized.

- Insurance coverage (comprehensive or third-party liability, if applicable) can no longer be obtained, e.g., due to an excessive claims history.
- The vehicle is requisitioned by the government.
- There are circumstances that put the Lessor's ability to recover costs at risk.
- Excessive repair or maintenance costs are incurred due to negligence, reckless behavior, or intentional damage by the Lessee.
- The Lessee acted in bad faith or provided false or incomplete information when signing the lease contract.
- The Lessee is a legal entity, and this legal entity is dissolved or liquidated.
- The Lessee moves outside of the Netherlands.
- The vehicle is stolen or sustains damage so severe that it is no longer economically or technically viable to repair it.

16.2 If termination occurs within the first year, the Lessor has the right to claim full compensation from the Lessee. The compensation amount will be calculated as:

- The difference between the vehicle's book value (calculated using annuity depreciation) and its market value or sale price.
- Additional costs, loss of profits, and other outstanding claims.

If termination occurs after the first year, the termination fee is calculated in the same way as in Article 15. If the vehicle is stolen or declared a total loss, and the damage is covered by the insurer or fully recovered from a third party, no termination fee applies.

Article 17 - Damage due to a defect in the vehicle

If the vehicle has a defect, the Lessor is only liable for any resulting damage if the Lessor was aware of the defect at the time of entering into the lease contract, should have been aware of it, or if the defect can be attributed to the Lessor.

Article 18 - Change of address

If the Lessee moves, they must provide their new address to the Lessor. If the Lessee's email address changes, they must also notify the Lessor. Until the Lessee has done so, the Lessor may send all relevant correspondence to the last address and/or email address provided by the Lessee. The Lessee must also provide the Lessor with any new telephone number. These changes must be communicated in writing or via email.

Article 19 - Applicable law

The lease contract is governed by Dutch law. Any disputes will be settled by the competent court in the district where the Lessor is located.

Article 20 - Amendments to the lease contract

If necessary, the Lessor and Lessee may agree to modify the lease contract. Any changes must be recorded in writing.

Article 21 - Joint and several liability

If multiple (legal) persons act as Lessee, each of them is jointly and severally liable for:

- The payment of the lease installments.
- Any costs and/or damages resulting from non-compliance with the lease contract.

Article 22 - Return of the vehicle and final settlement of the lease contract

22.1 The Lessee must return the vehicle on the last working day of the lease period. If the last day of the lease period falls on a weekend or public holiday, the Lessee must return the vehicle before that weekend or public holiday. In such cases, the Lessee will not have access to the vehicle on those final days. The Lessee will be reimbursed for the lease fee corresponding to the unused final days of the lease period.

22.2 The Lessee must schedule a return appointment in advance with the Lessor or its representative before the end of the lease period. The Lessor will then inform the Lessee of the designated return location.

22.3 If the Lessee fails to return the vehicle on time, they must continue paying the monthly fee until the vehicle is returned. If the lease period is exceeded, the Lessee no longer has the right to repairs, maintenance, tire replacements, or roadside assistance.

22.4 Upon returning the vehicle, a Lessor representative or an authorized company employee will inspect the vehicle together with the Lessee. This inspection will determine whether:

- The vehicle is damaged.
- The vehicle is clean.
- All original accessories, parts, and documents are present.

The results of this inspection will be recorded in a return report. The Lessee is not required to be present during this inspection, but in case of a dispute regarding the accuracy of the report, the Lessee bears the burden of proof in demonstrating that the report is incorrect.

22.5 If damage is found upon return, the Lessor will first determine whether the damage or contamination was already reported by the Lessee to the Lessor or its insurer. If the damage was previously reported, it will be handled according to Article 10 of these general terms and conditions. If the damage was not reported, the Lessor will assess whether it is the responsibility of the Lessor or the Lessee.

22.6 For each damage instance, the repair costs will be charged to the Lessee, up to the amount of the deductible.

Article 23 - Final settlement

After the vehicle has been returned, the final settlement will be prepared. This settlement includes:

- The adjustment of any unreported damages detected during the return inspection.
- The reconciliation of prepaid monthly lease payments.

The final settlement will be automatically debited from the Lessee's account.

Article 24 - Transferability

24.1 If the Lessee wishes to transfer their rights, privileges, and claims under the lease contract to a third party (natural person), the written consent of the Lessor is required. The Lessor may impose additional conditions and costs for granting such consent.

24.2 The Lessor has the right to assign or pledge any claims, rights, privileges, and actions related to the lease contract to third parties. The Lessee agrees to cooperate with such transfers or pledges and acknowledges that the third party will be entitled to exercise all rights assigned to the Lessor under this lease contract against the Lessee.

Article 25 - Force majeure

If the Lessor is prevented from fulfilling the lease contract due to a cause beyond its control, the Lessor has the right to:

- Terminate the contract via registered letter, without judicial intervention.
- Suspend its obligations under the lease contract until the force majeure situation has ended, without being liable for any damages.

A failure to perform obligations is considered beyond the Lessor's control if it is caused by:

- Delayed supply of the vehicle by the manufacturer, importer, dealer, or previous user.
- Governmental restrictions or regulations.
- Epidemics, pandemics, or public health emergencies.
- Strikes or labor shortages.
- Damage to the vehicle occurring between the contract's signing and its delivery.

Article 26 - Personal data

Your personal data is processed in compliance with the General Data Protection Regulation (GDPR) of May 25, 2018, and the Lessor's Privacy Policy. The full privacy policy is available at <https://directlease.nl/cookie-en-privacyverklaring/>.