

GENERAL TERMS & CONDITIONS FOR LEASEPLAN FUELCARD USE

1. LeasePlan Fuelcard

The LeasePlan Fuelcard is used for the cash-free payment of fuel, car washes and lubricants. LeasePlan Deutschland GmbH (hereinafter referred to as LeasePlan) shall charge a fee for usage of the card pursuant to the current schedule of prices.

2. General terms

Upon conclusion of the Individual Agreement, the following terms and conditions shall apply to the contractual relationship between the Parties, provided that the provision of fuel cards (LeasePlan Fuelcards), hereinafter referred to as "Cards", is agreed thereunder.

2.1 Signature

The Customer shall ensure that the cardholder signs the card on the signature field or, if it is to be used for a pool vehicle, that the registration number of the car in question is entered in the signature field.

2.2 PIN

Each card has a PIN. The cardholder undertakes not to disclose the PIN to anyone. In particular the cardholder may not write the PIN on the card or card cover, or keep a record of the PIN number together with the card. If the card is to be used for pool vehicles, the Customer undertakes to only disclose the PIN to persons who have its authorisation to use the card. The Customer must obtain undertakings from such persons that they will not disclose the PIN. LeasePlan refers to the liability provisions in section III., paragraph 2.5.

2.3 Procurement of goods and services

The cardholder is entitled to use the card for the procurement of goods and services on a cash-free basis from companies (partner companies) which accept it as a means of payment. This only applies to the procurement of goods and services for the vehicle specified on the card within the agreed scope of services.

The cardholder only has to sign the delivery note/ payment slip provided by the partner company. If the driver is also specified on the card, only he or she is entitled to sign the delivery note/ payment slip.

The goods and services purchased and payment amount specified are confirmed by the cardholder's signature on the delivery note/ payment slip or by entry of the PIN and confirmation of the amount.

The partner company's personnel are not required to verify the cardholder's authorisation to use the card

- if the PIN is entered in the PIN pad device or, if PIN entry is not possible,
- if the registration number specified on the card is identical to the registration number of the vehicle or
- if the signature on the card is identical to the cardholder's signature on the delivery note or payment slip.

LeasePlan points out that when non-vehicle-specific or driver-specific LeasePlan Fuelcards are issued at the Customer's request - e.g. pool vehicle LeasePlan Fuelcards - it is not possible to allocate purchased goods and services to a specific vehicle or driver and the partner company is not able to make any legitimization checks. In this case, the partner company's personnel are entitled to refuse acceptance of the card.

Cash reimbursements for goods or services purchased with the card are not possible.

2.4 Claims relating to defects in purchased goods and services other than fuel

LeasePlan accepts no liability for defects or other liability for services rendered by third parties (partner companies). The provisions of 2.4 do not apply if fuel is supplied pursuant to the Fuel Supply Agreement overleaf. In particular, LeasePlan accepts no liability for goods other than fuel if the partner company refuses to accept the card for any reason or the supplied goods are incorrect or the supplied services are not provided properly. In this respect, LeasePlan assigns all claims (such as defect-related claims) asserted against the partner company to the Customer for assertion on its own account. However, in the event

of cancellation of contract, substantial compensation for damages or reduction in payment, the amount paid by LeasePlan shall be reimbursed to LeasePlan. This does not affect the Customer's obligation to pay the invoiced amount as per the vehicle-specific statement of account without delay.

2.5 Duty of care and liability for missing cards

The Customer undertakes to ensure that third parties do not have access to the cards and, in particular, that they are not left in unsupervised vehicles.

The Customer agrees to notify LeasePlan in writing without delay if cards are stolen, lost or otherwise misplaced. The Customer shall be liable for all culpable consequences of any breach of this provision. When cards are misused, lost or stolen, liability for payments made with the cards after LeasePlan has been notified that they are missing is limited to a maximum amount of EUR 300 net, unless the card which has been reported lost or stolen is used with the PIN. If the Customer or company car user is responsible for the PIN being used after the card has been blocked, the Customer shall have unlimited liability for all costs incurred by LeasePlan in connection with use of the card. A card which is found after being reported lost or stolen cannot be used again.

The Customer undertakes, in the event that the card is stolen or known to have been misused, to report it to the police and send a copy of the police report to LeasePlan, stating the case number and address of the police station where the report was filed, without delay.

LeasePlan refers to the PIN security information provided in section III., paragraph 2.2. LeasePlan is entitled to invoice the Customer for the costs of issuing a replacement card when the original card is lost, stolen or defective.

2.6 Card validity

The cards remain valid for six months after the calculated term of the Individual Agreement. When Individual Agreements terms are extended, the cards remain valid until six months after the extended term.

If the Agreement is extended beyond the original term owing to non-cancellation, the driver is issued new cards which are valid for one year in the month before the original contract term ends.

LeasePlan may terminate the LeasePlan Fuelcard Usage Agreement without notice pursuant to section III if insolvency proceedings are initiated in respect of the Customer's assets.

Authorisation to use a card is automatically cancelled when the Individual Agreement is terminated.

2.7 Card ownership and rights of use

The cards are the property of the issuer. LeasePlan may prohibit use of the cards for important reasons. LeasePlan is entitled to notify the partner company that the card has been cancelled. LeasePlan has no liability for statements or communications pertaining to or ensuing from card cancellations, unless it has acted with gross negligence or malicious intent.