

General Terms and Conditions

Alphabet Fuhrparkmanagement GmbH

1. Leased item

1.1

The leasing agent provides the vehicle specified in the individual leasing contract to the customer under a finance or (full) service agreement.

1.2

During the delivery period, the vehicle is subject to changes in design or form, deviations in colour or changes to the scope of features included on the part of the manufacturer, insofar as such changes and deviations are reasonable from the customer's point of view.

1.3

Optional equipment items, accessories, installations, paint finishes, wrappings and inscriptions which cannot be supplied ex works require the written consent of the leasing agent. These items are not subject to discount or residual value, unless agreed otherwise. For this reason, full amortisation generally applies when these are included in the individual leasing contract.

1.4

Changes, additional installations, refinishing, wrappings and inscriptions applied to the vehicle subsequently are only admissible if the leasing agent has given prior consent in writing. This consent is not a substitute for any new operating licence required according to road traffic regulations.

1.5

The customer undertakes to restore the vehicle to its original state on expiry of the leasing term at the request of the leasing agent at his own expense, unless the leasing agent has waived this in writing or restoration of the original state involves an unreasonable effort. The customer is entitled to remove installations and alterations made by him to the vehicle according to Section 1.3 and 1.4 at the end of the contract term on condition that the original state is restored. Changes and installations that remain on the vehicle only justify the customer's entitlement to payment of a replacement fee vis-à-vis the leasing agent if the latter has agreed in writing and the changes result in an increase of the vehicle's value on return. It is up to the customer to provide evidence of the existence and amount of the increase in value.

2. Contract conclusion/order

2.1

The leasing agent compiles leasing calculations for the vehicles, the term/mileage and the services requested by the customer.

2.2

By signing and returning the leasing application to the leasing agent, the customer offers the leasing agent conclusion of an individual leasing contract. The customer is bound to this application for four weeks, in the case of commercial vehicles the binding period is six weeks.

2.3

The individual leasing contract is deemed to have been concluded as soon as the leasing agent confirms acceptance of the leasing application in writing („Confirmation of the leasing application“) or hands over the vehicle to the customer within the period stated in Section 2.2. If the confirmation of the leasing application deviates from the leasing application itself, deviations are deemed to have been accepted if the customer does not object in writing within two weeks of receipt of the leasing application.

2.4

The leasing agent orders the vehicle specified by the customer from the supplier (delivering dealer) at the latter's new vehicle sales terms and conditions on his own behalf. If there is a direct agreement between the customer and the manufacturer/dealer, the order is placed according to the terms and conditions agreed on between the customer and manufacturer / dealer and the leasing agent. The customer shall be informed of the new vehicle sales terms and conditions on request.

2.5

If the customer has already ordered the vehicle from a supplier (delivering dealer) specified jointly with the leasing agent, the leasing agent shall take the place of the customer in the existing purchase contract on confirmation of the leasing application and take over all the customer's rights and responsibilities arising from the purchase contract. The customer undertakes to inform the leasing agent of the order without delay. In order to avoid a duplicate order, the customer must clearly specify to the leasing agent in the leasing application that he has already ordered the vehicle himself.

2.6

Unless otherwise agreed on in the individual leasing contract, all individual leasing contracts are concluded as mileage-based contracts. The leasing agent bears the residual value risk.

3. Leasing term

3.1

The leasing term begins on the handover day agreed on by the supplier and the customer when the handover protocol is signed by the customer. If no agreement is arrived at as to the time of the handover, the leasing term begins 14 days after notification of delivery.

3.2

The individual leasing contract ends on expiry of the contractually determined leasing term. This does not affect termination rights under Sections 13.1, 12.6 and 12.7.

4. Leasing payments and other costs

4.1

The leasing rates and any special leasing payment and crediting/debiting of excess or shortfall mileage constitute payment for the provision of the vehicle for use.

4.2

If service leasing is agreed on, the service rate included in the leasing rate covers the additionally agreed services as individually agreed on, whether as compensation (closed account) or advance payment (open account).

4.3

Ancillary services such as transfer, registration and deregistration of the vehicle are invoiced separately.

4.4

The leasing agent is entitled to adjust the agreed leasing rate and the offset rates for excess/shortfall mileage as appropriate and is obliged to do so at the customer's request, if:

- a) the supplier alters the vehicle price permissibly and if this leads to a change in the leasing agent's procurement costs, or
- b) the motor vehicle insurance premiums, insurance tax, motor vehicle tax, broadcast licence fee or value added tax change or new item-related taxes or other fees are introduced (e.g. toll).

4.5

If the actual mileage of a vehicle during the term of an individual leasing contract deviates from the mileage agreed on in the individual leasing contract by more than 10,000 km – a linear mileage calculation is used as the basis – both parties can request adjustment of the leasing rates in the individual leasing contract based on the expected mileage.

4.6

The leasing agent can charge an appropriate fee under § 315 BGB (German Civil Code) for services rendered by him which are not required under the contract, in particular for contract amendments, reductions in value for owner re-registrations, sending out registration certificate part II etc. The valid terms and conditions are to be found in the leasing agent's current List of Prices and Services, which is available subject to password-access at www.alphabet.de and can be provided on request.

4.7

Other payment obligations on the part of the customer under this contract (e.g. in the event of termination under Section 13) remain unaffected.

5. Delivery and delivery delay

5.1

Delivery dates and delivery periods shall be agreed on in writing and are always non-binding unless they are expressly agreed on as binding in the individual leasing contract. Delivery periods start on contract conclusion. If subsequent amendments to the contract are agreed on, a new delivery date or delivery period must also be agreed on in writing at the same time if necessary.

5.2

The customer can request delivery on the part of the leasing agent in writing six weeks after the non-binding delivery date or after the non-binding delivery period has been exceeded. The leasing agent is in default on receipt of this request. If the customer is entitled to damages caused by delay, this is limited to no more than 5 % of the recommended retail price (gross) of the vehicle manufacturer at the time of contract conclusion in the event of slight negligence on the part of the leasing agent. If the customer also wishes to withdraw from the contract and/or claim damages instead, he must specify an appropriate period for delivery to the leasing agent after the six-week period according to Clause 1. If the customer is entitled to damages instead of delivery and if the customer is a legal entity under public law, a special estate under public law or an entrepreneur who concluded the contract in a business capacity or as an autonomous agent, claims for damages are ruled out in the case of slight negligence. If the leasing agent is unable to deliver by chance while he is in default, he is liable up to the liability limitations as stated above. If the damages would also have occurred even if the vehicle had been delivered on time, the leasing agent is not liable.

5.3

If a binding delivery date or a binding delivery period is exceeded, the leasing agent is in default as soon as this occurs. The customer's rights are then determined according to Section 5.2 Clause 3 – 7.

5.4

In the event of force majeure or operational disruptions occurring to the leasing agent or his supplier such as riot, strike or lock-out which temporarily hinder the leasing agent through no fault of his own from delivering the vehicle on the agreed date or within the agreed period, the dates and periods stated in Section 5.1 – 5.3 are extended by the duration of the disruptions to delivery caused by these circumstances. If these disruptions cause a delay in delivery of more than four months, the customer can withdraw from the contract. Other withdrawal rights remain unaffected by this.

5.5

If the leasing agent is responsible for a delay in delivery, he shall provide a replacement vehicle to the customer within 14 days of the start of the delay (one category below the leasing vehicle in question). Payment for the provision of the replacement vehicle for use is based on the type of vehicle but may not exceed the amount of the agreed leasing payment. Use of the replacement vehicle is subject to the conditions of the respective rental vehicle contractual partner.

5.6

The liability limitations stated in this section do not apply in the event of liability for damages resulting from injury to life, body and health.

6. Handover and handover delay

6.1

The leased vehicle shall be handed over at the registered offices of the supplier (delivering dealer). If the handover is to take place at a different place, the customer shall specify this when ordering the vehicle. In this event, the leasing agent shall take care of coordinating transportation. Any costs incurred shall be invoiced to the customer separately.

6.2

If the customer is a businessperson, he shall inspect the vehicle immediately after handover providing this is feasible according to correct business practice and, should a defect be discovered, he shall report this to the supplier/salesperson and the leasing agent without delay. The same applies if a different vehicle is supplied from the vehicle agreed on.

6.3

The customer undertakes to inspect the vehicle within 14 days after receipt of the provision notification. In the event of non-inspection, the leasing agent is able to exercise his statutory rights (withdrawal, damages).

6.4

If the leasing agent claims damages, the amount shall be 15 % of the vehicle price based on the manufacturer's recommended retail price (gross) at the time the contract was concluded for this vehicle. The damages shall be set higher or lower if the leasing agent can demonstrate higher damages or the customer can demonstrate lower damages.

6.5

The customer has the right to reject the vehicle if the vehicle exhibits significant changes as defined in Section 1.2 and it would therefore be unreasonable for the customer to accept it. The customer has the same right if the vehicle delivered exhibits significant defects which are not completely eliminated within eight days after submission of the complaint within the inspection period.

7. Entitlements and rights in the case of a defective vehicle

7.1

In the case of a defective vehicle, the leasing agent is entitled to assert claims arising from the purchase contract with the supplier according to the more detailed provisions of §§ 437 ff. BGB in conjunction with the supplier's terms and conditions of sale due to material defects.

7.2

The leasing agent herewith transfers all entitlements relating to material defects vis-à-vis the supplier of the leasing vehicle and any additional warranty claims vis-à-vis the manufacturer or importer to the customer and authorises the customer to exercise any rights of dispute. The customer hereby accepts this transfer. He is entitled and obliged to assert the claims and rights transferred to him on his own behalf and on condition that any payments made by the seller on withdrawal from the purchase contract or reduction of the purchase price shall be passed on directly to the leasing agent. Waiving of the claims and rights require the prior consent of the leasing agent in this event.

The customer has no entitlement vis-à-vis the leasing agent due to material defects. In order to achieve any required collaboration on the part of the leasing agent, the customer undertakes to immediately provide the leasing agent with comprehensive information regarding any assertion of claims and rights due to vehicle defects or arising from warranties. In the event of contract termination (cf. Sections 12.6 and 12.7 as well as 13.1), this results in a return transfer of claims and rights to the leasing agent due to vehicle defects due to any warranty claims; the leasing agent accepts this return transfer.

7.3

If the customer requests rectification by elimination of the defect, he is entitled and obliged to assert this at a dealership recognised by the manufacturer in line with the terms and conditions of sale for new vehicles. If the rectification attempt fails, the leasing agent shall support the customer on written request in asserting the claim for defect elimination. If the customer requests rectification by delivery of a defect-free vehicle (replacement delivery) and if the supplier recognises this claim, the customer is entitled and obliged to take ownership of the replacement vehicle on behalf of the leasing agent in return for the defective vehicle; the customer shall inform the leasing agent of the enforcement of the replacement delivery. The leasing agent acquires ownership of the replacement vehicle when it is handed over to the customer. The replacement vehi-

cle must be a new vehicle that is at least identical in value and design. The replacement delivery does not affect the status of the individual leasing contract including payment obligations.

7.4

If the customer withdraws from the contract due to a material defect in the vehicle and if the supplier is prepared to reverse the contract or is legally sentenced to do so, the customer is no longer obliged to pay the leasing rates. The individual leasing contract is settled as follows: the customer is entitled to claim any leasing rates paid plus interest in the statutory amount as well as ancillary costs refunded by the supplier. The leasing agent's expenses for any full service benefits included in the individual leasing contract shall be deducted from this along with compensation for the provision of the vehicle and the saving of capital expenditure on the part of the customer. Above and beyond this, the assertion of a claim under Section 16.1 remains unaffected if the reduced value does not derive from the material defect.

7.5

If the customer requests reduction of the purchase price and if the supplier accepts this or is legally sentenced to do so, the leasing agent re-calculates the outstanding leasing rates based on the reduced purchase price, taking into account leasing payments already made – as well as the residual value and the excess/shortfall mileage compensation.

7.6

If the supplier rejects a claim for rectification asserted by the customer, reduction of the purchase price or reversal of the purchase contract, the customer is entitled to retain the leasing rates due after this time providing he asserts the claim within six weeks of rejection. If the claim is not asserted within this period, the right of retention comes into effect from the day of claim assertion. If the claim is unsuccessful, the right of retention ceases to apply retroactively. The retained rates are to be paid without delay in a single sum. The damages caused by the retention are to be compensated by the customer.

7.7

The risk of insolvency on the part of the supplier is borne by the leasing agent.

8. Liability/passing of risk

8.1

The customer is liable vis-à-vis the leasing agent for the destruction, loss, damage and value reduction of the vehicle and its fittings even without fault, though not if the fault lies with the leasing agent. However, the customer is entitled to assert the right of termination as described in Section 12.6 and 12.7.

8.2

The leasing agent is liable vis-à-vis the customer for direct and indirect damages incurred to the customer or other persons through use of the vehicle, interruption or withdrawal of use only in case of fault.

9. Ownership status

9.1

The leasing agent is the owner of the vehicle. He is entitled to view the vehicle by agreement with the customer and inspect its condition. The customer may not sell, rent or pledge the vehicle or transfer it by way of a security. Use of the vehicle for driving school purposes, as a taxi, as a self-driving rental vehicle or at motor racing events requires the prior written consent of the leasing agent.

9.2

The customer shall exempt the vehicle of third-party rights. He shall notify the leasing agent without delay of the assertion of third-party rights to the vehicle, misappropriation and damage to the vehicle. The customer bears the cost of measures to prevent third-party access which were not caused by the leasing agent and not paid for by third parties.

10. Registration, keeper obligations

10.1

The vehicle is registered in the customer's name. Insofar as the leasing agent coordinates registration of the vehicle subject to a separate charge, the customer shall provide the leasing agent with all the documents required for registration.

10.2

The customer is the keeper of the vehicle. The registration certificate part II is kept by the leasing agent. If the customer requires the registration certificate part II in order to acquire official permits, the leasing agent shall present it to the official authority on request and at the expense of the leasing agent. If the customer comes into possession of the registration certificate part II, he is obliged to return it to the leasing agent without delay.

10.3

The customer shall fulfil all legal obligations arising from the operation and upkeep of the vehicle, in particular ensuring timely presentation for inspections, and he shall exempt the leasing agent if held liable.

10.4

Unless otherwise agreed on as part of full-service leasing, the customer bears all expenses associated with the operation and upkeep of the vehicle, in particular taxes, broadcast licence fees, insurance premiums, fees for road usage, maintenance and repair costs. The leasing agent shall issue a separate invoice for any services not covered by the scope of the individual contract.

10.5

The customer shall ensure that the vehicle is treated according to the requirements of the operating and maintenance instructions issued by the manufacturer. The vehicle is to be treated with care according to the contractual purpose and always maintained in a functional and roadworthy condition.

10.6

The customer is obliged to verify whether the vehicle users and those authorised to collect the vehicle are in possession of a valid driver's licence. The customer shall oblige his vehicle users only to pass on the vehicle to persons who hold a valid driver's licence (persons authorised to drive). If the customer has limited the group of persons authorised to drive, provision of the vehicle is restricted accordingly.

The customer shall oblige his vehicle users to report the withdrawal, provisional withdrawal, safeguarding or confiscation of their driving licence and that of the persons authorised to drive under Section 10.6 Paragraph 1 Clause 2 and 3 and to refrain from further use of the vehicles. The authorisation to drive includes business and private trips inside the European Economic Area and Switzerland. Any extension to other countries requires the prior written consent of the leasing agent.

11. Maintenance and repairs

11.1

Maintenance/services required by the manufacturer are to be carried out no later than when they are due. Any repairs required are to be carried out without delay. This also applies to damage in conjunction with the odometer and speed indicator. In this case, the customer shall submit to the leasing agent a copy of the repair invoice providing details of the previous mileage. All the above work must be carried out at a dealership authorised by the manufacturer.

In emergencies, if the assistance of a dealership authorised by the dealership is not available or only in the face of unreasonable difficulties, repairs can be carried out at another motor vehicle repair company which offers a guarantee of diligent workmanship.

11.2

If and insofar as the customer does not have inspections carried out or fails to do so on schedule, the customer is liable vis-à-vis the leasing agent for any direct or indirect damages thus incurred.

12. Insurance cover and claim handling

12.1

For the duration of the respective individual leasing contract, the customer shall take out motor vehicle insurance with a coverage amount of at least EUR 100 million for personal injury, property and financial damages and fully comprehensive insurance with a deductible of no more than EUR 2,500.00 and maintain this throughout the leasing term of each vehicle. The leasing agent is to be notified without delay of any changes in the insurer and/or coverage scope. If the above requirements are not met, the leasing agent is entitled, but not obliged, to take out the relevant insurance at the expense of the customer. In addition, the leasing agent reserves the right to have an uninsured vehicle taken off the road after advance notice has been given.

12.2

The customer shall notify the leasing agent without delay in the event of damage. The decision as to the repair of a vehicle damaged in an accident is taken by the leasing agent by agreement with the customer and the insurer. The customer shall have the necessary repairs carried out without delay and on his own behalf and for his own account, unless a write-off is assumed due to the severity and scope of the damage and the anticipated cost of the repair exceeds 60 % of the replacement value of the vehicle. The customer shall contract a dealership recognised by the manufacturer to carry out the repair work. In emergencies, if the assistance of a dealership recognised by the dealership is not available or only in the face of unreasonable difficulties, repairs can be carried out at another motor vehicle repair company which offers a guarantee of diligent workmanship.

12.3

Furthermore, the customer shall send the leasing agent copies of the claim notification sent to the insurer without delay as well as the invoice for the repairs carried out.

12.4

Even beyond the expiry of the contract, subject to cancellation on the part of the leasing agent, the customer is authorised and obliged to assert all vehicle-related claims from a damage event on his own behalf and at his own expense. Amounts received by the customer to compensate for vehicle damage shall be used by the customer to settle the repair invoice in the event of repair. If the customer is not obliged to have the vehicle repaired under Section 12.6 and 12.7, he shall immediately pass on the compensation payments received to the leasing agent.

12.5

Compensation payments by third-parties for value reductions are to be passed on to the leasing agent without delay. If value reductions are discovered as a result of damage on expiry of the contract, these are to be compensated for by the customer if the leasing agent has not yet received value reduction compensation in connection with claim handling. The relevant value reduction is that established in the assessor's inspection report. If no value reduction is shown in this report (e.g. in the event of a comprehensive insurance claim) or if there is no inspection report, the value reduction is set at 10 % of the repair costs incurred from a loss amount of EUR 1,250.00 (net). The entitlement to value reduction is set higher or lower if the leasing agent can demonstrate a higher value reduction or the customer can demonstrate a lower value reduction.

12.6

In the event of a write-off or loss of the vehicle, each contractual party can terminate the individual leasing contract as of the day the damage event occurs.

12.7

In the event of damage-related repair costs of more than 60 % of the replacement value of the vehicle, the customer can terminate the contract with immediate effect within three weeks of finding out that these requirements are met.

12.8

In the above cases described in this section, the final invoice of the individual leasing contracts is issued on the day of damage event.

12.9

If the right of termination is not made use of according to Section 12.6 and 12.7, the customer must have the vehicle repaired without delay according to Section 12.2.

12.10

If in the event of misappropriation the vehicle is found again before the insurer is contractually obliged to pay, the individual leasing contract is continued at the request of one of the contractual parties subject to the existing conditions. In this event, the customer must pay the interim leasing rates in a single sum within one week of the continuation request being submitted. The regulations in this section also apply in the event that the vehicle is found after expiry of the waiting period but the insurer has denied his obligation to meet the claim.

12.11

Write-off, loss or damage of the vehicle only exempt the customer from the obligation to pay further leasing rates if the individual leasing contract has been terminated for the above-mentioned reasons and is not continued. The consequences of termination are covered in Section 14.

12.12

The leasing agent points out that considerable damages can be incurred to him as a result of the breach of obligations in this Section 12 on the part of the customer which can in particular impair the residual value and usability of the leasing item on expiry of the contract. The customer is liable for all damages incurred to the leasing agent due to a breach of the obligations set out in this Section 12 by the customer.

12.13

In deviation from Section 12.1, the customer can select the full-service component Claim Coverage/Claim Coverage Select in connection with full-service leasing. In this case he is not obliged to take out fully comprehensive insurance according to the principles of Section 12.1.

12.14

If the customer has selected the full-service component Claim Coverage/Claim Coverage Select, the regulations apply as set out in Section 14 of the Alphabet Fuhrparkmanagement GmbH Service Descriptions, in deviation from Section 8 of the General Terms and Conditions.

13. Termination of the individual leasing contract

13.1

Regular termination of the individual leasing contract during the agreed leasing term is ruled out. Termination without notice for important reasons remains unaffected by this.

The leasing agent can terminate the contract without notice, in particular if the customer:

- defaults on two leasing rates,
- offers an out-of-court settlement to avert insolvency as a debtor,
- provided incorrect details on conclusion of the contract or concealed facts and it would be therefore be unreasonable for the leasing agent to continue the contract, or
- fails to refrain from severe breaches of the contract despite being issued with a written warning or fails to immediately eliminate the consequences of such contractual breaches that have already occurred.

13.2

The consequences of termination are covered in Section 14.

14. Settlement after termination of an individual leasing contract

14.1

In the event of premature termination of the individual leasing contract due to a termination permitted according to these conditions, the customer is invoiced for termination damages incurred and a final account is drawn up. In this event, there is no mileage-based accounting for vehicle use. Termination damages are calculated as the difference between the replacement value of the individual leasing contract and the sale value. The replacement value of the individual leasing contract is made up of:

- the cash value of the leasing rates still outstanding from the day of vehicle return until the regular expiry of the contract (remaining term), less the overhead costs saved
- the cash value of the fictitious residual value on regular contract expiry (net)

The cash values are calculated using the cash value formulas for leasing rates

$$\text{Cash value of the leasing rates} = \text{LR} \times \frac{1}{q^{n-1}} \times \frac{q^n - 1}{q - 1} + \frac{\frac{\text{LR}}{30} \times m}{q^{n-1}}$$

$$\text{Cash value of the fictitious residual value} = \frac{\text{RW}}{q^{n + (\frac{1}{30} \times m)}}$$

$$\text{Explanation: } q = 1 + \frac{p}{1200}$$

LR = Finanzleasingrate (netto) pro Monat

RW = fiktiver Restwert per regulärem Vertragsende (netto)

p = Abzinsungssatz

n = Restlaufzeit in Monaten

m = Restlaufzeit in Tagen

14.2

In the event of premature contract termination due to exceptional termination for which the customer is responsible, the replacement value is calculated by discounting the remaining leasing rates by 3% term-related overhead savings and the fictitious residual value as of regular contract expiry (net).

The discounting factor is 2% above the respective base rate of the European Central Bank on the day the leasing application is signed. The damages shall be set higher or lower if the leasing agent can demonstrate higher damages or the customer can demonstrate lower damages.

14.3

The estimated selling price (net) for the returned leasing vehicle is offset against the replacement value of the individual leasing contract. The leasing agent first has an independent assessor or an independent assessment company estimate the selling price to a dealer. The customer and leasing agent each bear half of the cost of this inspection report. This estimate is binding for both contractual partners as an arbitration estimate. This does not mean that legal action is ruled out. The leasing agent gives the customer the opportunity to name a potential third-party purchaser within an appropriate period of time, who must be an entrepreneur according to § 14 BGB and who is prepared to pay a purchase price above the estimated dealer selling price plus VAT. If no written and binding purchase offer is received by the leasing agent before this period expires, the leasing agent may sell the vehicle to a dealer at the estimated selling price.

14.4

In the event of a termination under Section 12.6 and 12.7, any insurance payment and, where relevant, the revenue for the residual value of the vehicle are offset against the replacement value instead of the estimated selling price. The amount of the residual value is determined based on the information provided by the insurer. If the insurer does not provide any details, the procedure described in Section 14.3 is adopted.

14.5

In the case of full-service components on an open account basis, the income (service rate) is offset against the expenditure in the event of premature contract termination and the difference between income and expenditure is credited or charged to the customer. In the case of contracts with full-service components on a closed account basis, the leasing agent reserves the right to switch to the open account method and charge a flat-rate administration fee amounting to 10% of expenditure. The customer is entitled to demonstrate that no damages or a lower level of damages were incurred to the leasing agent.

15. Return of the vehicle

15.1

After termination of the individual leasing contract, the vehicle shall be returned by the customer in a clean state ready for inspection (inside and outside) complete with all keys, accessories and documents (e.g. registration certificate part I, customer service booklet, radio code and service card), at the customer's expense and risk in accordance with the agreement with the leasing agent, at the agreed return location and at the agreed time. It is not possible to return the vehicle without arranging an appointment with the leasing agent or the latter's representative and without returning the

registration certificate part I and the original wheels. If the customer fails to return all keys, accessories and documents, he shall compensate for the costs of purchasing replacements and any other damages incurred. If the vehicle is not in a clean state on return as per contract, the customer shall bear the costs incurred as a result; this does not exclude further claims. The leasing agent reserves the right not to accept the vehicle due to it not being in a clean state as per contract.

15.2

If the return is to take place at a different location from the one agreed on in Section 15.1, the customer shall agree on the return location with the leasing agent three weeks prior to the agreed return date. If the customer and leasing agent do not arrive at an agreement, the leasing agent can specify another return location, such as the delivering dealer.

15.3

On its return the vehicle must be in a state of preservation that is appropriate to its age and contractual mileage, free of damage and defects, roadworthy and safe to use. Normal signs of wear and tear do not count as damage. On return, a joint protocol is drawn up of the condition of the vehicle and signed by both contractual parties or their authorised representatives. The vehicle return guidelines provide examples of acceptable and unacceptable return states. The vehicle return guidelines are available via password-protected access at www.alphabet.de or can be issued on request.

15.4

Deregistrations/re-registrations of the vehicle by the customer require the prior written consent of the leasing agent.

16. Settlement on regular contract expiry

16.1

When the vehicle is returned on expiry of the agreed leasing term, the following arrangements apply: If the specified total mileage is exceeded or undercut, the mileage excess/shortfall is charged or credited to the customer at the rate specified in the individual leasing contract. In calculating the mileage excess/shortfall an allowance of 2,500 km applies. This means, for example, that if the agreed total mileage is exceeded by 3,000 km, the allowance is deducted and the customer is only charged for 500 km mileage shortfall is reimbursed up to a maximum of 10,000 km. Section 4.5 of the GTC applies accordingly.

16.2

If in the case of mileage-based contracts the vehicle does not comply with the condition described in Section 15.3 or the vehicle return guidelines and this reduces the value of the vehicle, the customer is obliged to compensate for this reduced value. The reduced value can only be determined by a publicly appointed and sworn assessor or an independent assessment company contracted by the leasing agent (assessment report). If the vehicle is returned by prior agreement to a residual value guarantor (dealer) specified

by the leasing agent, the dealer responsible for the vehicle return acts as the vicarious agent of the leasing agent. If the customer objects to the assessment report and the value reduction contained in it or if the customer fails to sign the return protocol, the reduced value or the value of the vehicle is calculated by another publicly appointed and sworn assessor or an independent assessment company at the instigation of the leasing agent. The leasing agent gives the customer the opportunity to choose between at least two assessors or assessment companies. The contractual parties each bear half of the cost of this report. The assessor's findings are binding for both parties as an arbitration report. The assessor's inspection report does not exclude the possibility of legal action.

16.3

If the vehicle is not returned on schedule, the customer is charged a basic rate of 1/30 of the monthly leasing rate agreed for the contract term for each day the deadline is exceeded and compensation is claimed for any further damages incurred by the delay in return. Otherwise the obligations of the customer arising from the contract continue to apply during this time in a corresponding manner. If the customer continues to draw on services provided by the leasing agent, these shall be remunerated accordingly.

16.4

Purchase of the vehicle from the leasing agent by the customer after contract expiry is ruled out.

17. Payment due dates and payment modalities

17.1

After the handover, the first leasing and service rate is due no later than 14 days after notification of vehicle provision; the other leasing rates are due in advance on the first of the month in each case. If the leasing term does not start on the first of the month, the first and the last rate are payable on a pro-rata basis calculated by the day.

17.2

Claims for compensation for amounts disbursed by the leasing agent which are to be borne by the customer according to the contract and all other claims on the part of the leasing agent are due for payment when invoiced.

17.3

The customer may only offset a counterclaim against the leasing agent's claims if the customer's counterclaim is undisputed or a legally binding title exists; the customer can only assert a right of retention if this is based on claims arising from the individual leasing contract.

17.4

If the leasing agent is obliged to submit advance notice to the customer in the case of SEPA debits, the leasing agent will send this out no more than two calendar days before debiting the customer's account.

18. Processing of personal data

18.1

The entity responsible for the processing and use of personal data in connection with contractual performance is always the leasing agent; a different provision may apply if the leasing agent compiles reports at the request of the customer. The leasing agent's Data Privacy Officer is available to answer questions relating to data protection.

18.2

Personal data of vehicle users and customer employees is processed by the leasing agent as far as this is required for the purpose of contract implementation and passed on to BMW Group companies (Bayerische Motoren Werke Aktiengesellschaft („BMW AG“), BMW Bank GmbH and Alphabet Fleetservices GmbH) and subcontractors as necessary. The data is passed on by the leasing agent to other Group companies insofar as this is permitted by law or by an effective consent provided by the person concerned.

The customer ensures vis-à-vis those concerned (in particular vehicle users, employees) that any transfer of personal data to the leasing agent is legal and in particular is carried out in adherence to legally required information and notification obligations, thereby observing data privacy regulations. In particular, the customer ensures that the data available via online services is only accessed by the persons authorised to do so by the customer.

The customer undertakes to inform the persons concerned of the leasing agent's data privacy policy. The leasing agent is not subject to any review obligation or liability with regard to the customer's entitlement to transfer the personal data of vehicle users and customer employees for the purpose of data processing as required in connection with this contract.

18.3

The leasing agent shall take the necessary technical and organisational precautions to protect personal data from misuse and loss. The leasing agent shall ensure proper implementation of the technical and organisational security measures agreed on with the customer and required by law.

18.4

The leasing agent shall run regular data protection and data security checks separately from concrete service provision. The leasing agent confirms and ensures that employees involved in processing customer data are contractually obliged to comply with the relevant data privacy laws (data secrecy) and have received the necessary training. The leasing agent shall carry out regular quality assurance measures. Contact shall be made with the vehicle user for this purpose as necessary.

19. Non-disclosure

19.1

The customer and the leasing agent undertake to treat all the information obtained from the other party in each case during the course of business relations in confidence and as a business secret, unless this information is or becomes generally known without the fault of the party receiving the information, or the information has to be disclosed due to compulsory statutory provisions, or the information was arrived at independently without recourse to the information received.

19.2

Such information may only be disclosed or otherwise made accessible to third parties if the party who owns the information has given their prior written consent. The BMW Group companies and subcontractors as listed in Section 18.2 are not third parties in this connection.

19.3

The non-disclosure obligations according to this contract also extend to all employees and representatives of the parties, regardless of the nature and legal status of their collaboration. The parties undertake to impose the relevant non-disclosure obligations on this group of persons.

19.4

The regulations contained in this Section 19 continue to apply after expiry or termination of this contract for the duration of three years after expiry of the last individual leasing contract.

19.5

If the parties have drawn up a non-disclosure agreement as part of contractual negotiations, this is replaced by the regulations contained in this section.

20. General provisions

20.1

The customer is notified by the leasing agent in writing of amendments or supplements to these GTC, the Service Descriptions, the framework contract and its annexes and the List of Prices and Services. Unless a written objection on the part of the customer is received within eight weeks of receipt of the notification by the leasing agent, these amendments/supplements are deemed to have been accepted. The leasing agent shall specifically draw the customer's attention to this fact on notification.

20.2

The customer shall provide the leasing agent the necessary information and documents required for the latter to fulfil his statutory due diligence and information obligations, in partic-

ular the identification obligation according to § 11 Paragraph 6 GwG (Money Laundering Act), and the customer shall inform the leasing agent without delay of any changes that occur during the contract term (e.g. change of company name, registered offices, legal status, change of representative body).

20.3

Claims and other rights arising from this framework contract and the individual leasing contracts can only be transferred with the prior written consent of the leasing agent.

The leasing agent is entitled to hand over claims arising from the individual leasing contract including ownership of the leasing vehicle for the purpose of refinancing to special-purpose entities or banks and to transfer ownership as well as to hold it in trust for the latter. Furthermore, the leasing agent is entitled to sell claims to third parties.

20.4

The customer agrees to the leasing agent viewing the customer's balance sheets, profit-and-loss accounts and similar documents which provide information on the customer's economic circumstances.

20.5

The leasing agent reserves the right to have services under the respective individual leasing contract provided by third parties.

20.6

All claims of the parties in connection with this framework contract or the individual leasing contracts are subject to the law of the Federal Republic of Germany with the exception of the CISG. The sole place of jurisdiction for all claims arising from or in connection with this framework contract or the individual leasing contracts is Munich, to the extent not prescribed to the contrary by law.

20.7

There are no verbal ancillary agreements. Amendments or supplements must be made in writing. This also applies to amendments to or the cancellation of the written form requirement.

20.8

If individual provisions of these conditions are or become invalid, this does not affect the validity of the other provisions. The contractual partners undertake to replace invalid provisions with legally valid regulations which come as close as possible to the purpose originally pursued. The same applies to contractual loopholes.