Munsterhuis Lease

Supplementary Conditions Munsterhuis Lease

The language governing these Supplementary Conditions applicable to the General Terms and Conditions for the Private Lease Quality Mark is Dutch. In the event of a conflict between the English and the Dutch versions, the Dutch text will prevail in resolving questions with respect to interpretation of the provisions of these conditions.

These are the Supplementary Conditions of Axus Nederland N.V., having its corporate seat in Amsterdam, Chamber of Commerce number 39037163, also trading under the name Munsterhuis Lease. These Supplementary Conditions serve as an addition to, explanation of and further elaboration on the General Terms and Conditions of the Private Lease Quality Mark.

1 Definitions

The definitions in these Supplementary Conditions have the same meaning as the definitions in the General Terms and Conditions of the Private Lease Quality Mark.

2 How can I reach Munsterhuis Lease?

Emergency number

If you urgently need assistance in the event of, for instance, damage or a breakdown, you can reach Munsterhuis Lease 24 hours a day, 7 days a week via our emergency number: +31 (0)74 255 53 44.

Driver Care

You can contact the Munsterhuis Lease Driver Care team for non-urgent questions about the vehicle, maintenance, damage, insurance and the international motor insurance certificate. The Munsterhuis Lease Driver Care team can be reached on working days between 08:00 and 17:30 via: +31 (0)74 303 20 20.

Sales

If you have a question about your Lease Agreement or if you want to submit a change of address, you can contact the Sales department via: +31 (0)74 303 20 10 or sales@munsterhuislease.nl.

Complaints

Munsterhuis Lease strives to provide its services as optimally as possible. Munsterhuis Lease considers complaints as an opportunity to improve the quality of its services. If you are dissatisfied with the service, please contact Munsterhuis Lease about this.

If your complaint is not resolved to your satisfaction, you can submit your complaint to the management of Munsterhuis Lease.

To process and settle your complaint as accurately and quickly as possible, Munsterhuis Lease has a complaints procedure. This can be found at www.munsterhuislease.nl.

3 Where can I pick up the vehicle and what do I need to bring when picking it up?

This article is an elaboration of Article 8 of the General Terms and Conditions of the Private Lease Quality Mark.

You will receive a message as soon as it is known where and when you can pick up the vehicle. The vehicle will only be handed over to the person or persons with whom the Lease Agreement has been concluded. To ensure that the vehicle is picked up by the correct person, you will always be asked to provide proof of identity. You must bring a valid identity document for this purpose.

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4 Will the licence plate number be registered in your name or in the name of Munsterhuis Lease?
This article is an elaboration of Article 11 of the General Terms and Conditions of the Private Lease Quality Mark.

The vehicle will be registered in your name. The Registration of Lease Companies (Registratie Tenaamstelling Leasemaatschappijen) is used for this purpose. This means that the vehicle is registered in your name in the RDW licence plate register of the Netherlands Vehicle Authority (RDW) and that a separate register records that the vehicle is the property of Munsterhuis Lease.

5 What is the function of the Matrix on the Lease Agreement?
Your Lease Agreement contains a (kilometre bundle) Matrix that includes the lease prices applicable to various bundles of terms and average annual kilometres. The lease price stated on your Lease Agreement can be found in the Matrix under the number of annual kilometres and the term you agreed with Munsterhuis Lease.

Illustrative Matrix (with fictitious amounts)

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres*	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

* The annual kilometres are in a bundle. For instance, if you agreed on a bundle of 10,001 up to and including 15,000 annual kilometres, you are permitted to drive between 10,001 and 15,000 kilometres per year on average.

Explanation of the illustrative Matrix
Suppose that at the start of the Lease Agreement you opted for a term of 48 months with 15,000 annual kilometres, the above illustrative Matrix shows that the corresponding monthly lease price is € 460 (the green box in the Matrix). This is the lease price stated on your Lease Agreement. If Munsterhuis Lease increases the lease price pursuant to Article 14 of the General Terms and Conditions of the Private Lease Quality Mark, all lease prices stated in the Matrix will change.

If it turns out during or after the end of the Lease Agreement that you drove more or less kilometres (on average per year) than the number of annual kilometres agreed in the Lease Agreement, the lease price can be adjusted based on the Matrix. This is elaborated further in Article 6 of these Supplementary Conditions. The Matrix is also used to determine the early termination fee as stipulated in Article 22 of these Supplementary Conditions.

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6 How are excess mileage and under-mileage settled?

This article is an elaboration of Article 15 of the General Terms and Conditions of the Private Lease Quality Mark.

At the end of each 12-month period of the lease and at the end of the Lease Agreement, Munsterhuis Lease will determine how many kilometres you have driven.

If it turns out during or after the end of the Lease Agreement that you drove more kilometres (on average per year) than the agreed number of annual kilometres in the Lease Agreement, the lease price will be adjusted if a higher lease price applies to that higher number of kilometres according to the Matrix. In that case, the adjusted lease price will apply retroactively from the commencement date of the Lease Agreement. You will then receive an invoice with which Munsterhuis Lease charges you the difference between the old and the adjusted lease price.

If it turns out that you drove more kilometres (on average per year) than the maximum number of kilometres included in the Matrix, the lease price will be adjusted to the higher lease price that applies according to the Matrix to the highest number of kilometres included in the Matrix. Furthermore, Munsterhuis Lease will also charge you a fee for the excess mileage driven above the maximum number of kilometres in the Matrix. That amount is calculated by multiplying the number of excess mileage above the highest number of kilometres included in the Matrix by the excess mileage rate stated on your Lease Agreement.

If it turns out after the end of the Lease Agreement that you drove less kilometres (on average per year) than the agreed number of annual kilometres in the Lease Agreement, the lease price will be adjusted if a lower lease price applies to that lower number of kilometres according to the Matrix. In that case, the adjusted lease price will apply retroactively from the commencement date of the Lease Agreement. In that case, you are entitled to a refund of the difference between the old and the adjusted lease price. That amount will be paid to you at the end of the lease period or offset against amounts you still owe to Munsterhuis Lease.

Illustrative Matrices and illustrative calculations (with fictitious amounts)

Illustrative calculation 1: Excess mileage within Matrix

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

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Your Lease Agreement was agreed for a term of 60 months in combination with 15,000 kilometres per year. The monthly lease price is € 434 (the green box in the Matrix). At the first (annual) kilometre settlement, it becomes apparent that you are driving 18,000 kilometres per year. At that number of annual kilometres, the monthly lease price is € 451 (the yellow box in the Matrix). That lease price (the yellow box) becomes the new lease price.

The adjustment of the lease price due to excess mileage driven always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:
- The difference between the new adjusted and the old lease price is € 17 (€ 451 - € 434).
- € 17 multiplied by the elapsed term of 12 months is € 204.

In this illustrative calculation, **€ 204** is charged due to excess mileage driven.

Illustrative calculation 2: Excess mileage outside Matrix (note: example with fictitious amounts)

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Suppose your Lease Agreement was agreed for a term of 60 months in combination with 15,000 kilometres per year and an excess mileage rate of € 0.10. The agreed monthly lease price is € 434 (the green box in the Matrix). At the first (annual) kilometre settlement, it becomes apparent that you are driving 45,000 kilometres per year. At that number of annual kilometres, the monthly lease price is € 529 up to and including 40,000 kilometres (the yellow box in the Matrix).

The adjustment of the lease price due to excess mileage driven always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged. In the Matrix, a maximum of 40,000 kilometres per year can be agreed upon, but in reality 45,000 kilometres are driven. This difference, 5,000 kilometres, is charged separately based on the excess mileage rate.

In this example, the calculation is as follows:
- The difference between the new adjusted lease price and the old lease price is € 95 (€ 529 - € 434).
- € 95 multiplied by the elapsed term of 12 months is € 1,140.
- The number of excess mileage falling outside the Matrix multiplied by the excess mileage rate is € 500 (5,000 km x € 0.10).

In this illustrative calculation, **€ 1,640** (€ 1,140 + € 500) is charged due to excess mileage driven.

Illustrative calculation 3: Less kilometres

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Your Lease Agreement was agreed for a term of 60 months in combination with 15,000 kilometres per year. The monthly lease price is € 434 (the green box in the Matrix). At the end of the Lease Agreement, it becomes apparent that you drove 9,500 kilometres per year. At that number of annual kilometres, the monthly lease price is € 417 (the yellow box in the Matrix).

The adjustment of the lease price due to less kilometres driven always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be refunded to you.

In this example, the calculation looks as follows:
- The difference between the new adjusted lease price and the old lease price is € 17 (€ 434 - € 417).
- € 17 multiplied by the elapsed term of 60 months is € 1,020.

In this illustrative calculation, the reimbursement for less kilometres travelled is **€ 1,020**. You will be refunded this amount.

7 Will winter tyres be fitted on the vehicle?

Winter tyres are optional. Winter tyres will only be fitted on the vehicle if you have opted for this option. In that case, the following winter tyre scheme applies:

I. For the duration of the lease period, you are entitled to the use of one set of new winter tyres (4 tyres). The size of the winter tyres is the size of the so-called 'first assembly', i.e. the size of the tyres factory-fitted to the vehicle. The speed rating of winter tyres may be one category lower than that of summer tyres.

II. The winter tyres are fitted on the existing rims. A motor company selected by us will perform the tyre change and store the exchanged tyres. During the tyre change, you are not entitled to replacement transport.

III. You must ensure that the winter tyres are changed in a timely manner. The change from summer to winter tyres must take place each year in October and November. The change from winter to summer tyres must take place each year in March and April.

IV. You must also ensure that the winter tyres are changed if the tread depth is less than 4 millimetres. In that case, you are entitled to replacement winter tyres. Munsterhuis Lease may use used winter tyres for this purpose.

V. Any replacement vehicle will not be equipped with winter tyres and no winter tyres will be fitted to it either.

VI. Damage and costs resulting from a failure to change the winter tyres in a timely manner or from having the tyre change carried out by a motor company other than the motor company selected by us, will be at your expense.

8 What are the payment terms?

This article is an elaboration of Article 20 of the General Terms and Conditions of the Private Lease Quality Mark.

The lease price and all other amounts you owe to Munsterhuis Lease will be debited from your account via direct debit. To this end, you must provide Munsterhuis Lease with an authorisation to collect payments by direct debit.

The lease price is payable monthly in advance on the first day of the relevant month. All other amounts you owe to Munsterhuis Lease are invoiced in arrears with a payment term of 14 days and are automatically debited from your account around the fifteenth day of the month.

In the last month as well, you will receive an invoice for the lease price for a full month. You pay this in full, but you only owe us the part of the month up to the return. The remaining days of the last month are included in the final settlement.

9 Where can I find the terms for third-party liability damage?

This article is an elaboration of Article 25 of the General Terms and Conditions of the Private Lease Quality Mark.

The terms for third-party liability damage can be found in the Munsterhuis Lease Private Lease Insurance Conditions that you received from us before concluding the Lease Agreement. You can also find these conditions at www.munsterhuislease.nl.

If you enter into the Lease Agreement with us, you agree to the conditions of the insurer, as referred to above, and the conditions also apply to you.

If the insurance does not pay the damage because this is not required according to the conditions of the insurer, you pay the entire damage yourself.

In the event of damage, you must do what is expected of you according to the conditions of the insurer. You must also follow the reasonable instructions of the insurer and of us for the reporting and handling of the damage.

We have agreed the insurance conditions with the insurer. These may also contain provisions that are only important between the insurer and us, such as regarding payment of premium, no-claims bonus scheme (bonus-malus) and continuation. These do not apply between you and us. The provisions of the insurance conditions that are important for the cover, exclusion of cover, obligations in the event of damage and other provisions which, given their text or purport, also relate to you as the holder of the vehicle or the drivers, do apply between you and us.

10 What are the terms for bodywork damage?

This article is an elaboration of Article 25 of the General Terms and Conditions of the Private Lease Quality Mark.

The terms for bodywork damage are as follows:

I. Definition of bodywork damage
Bodywork damage is damage to or loss of the vehicle (including the windows and tyres) caused by or during:
a. collision, impact, overturning, slipping, running off the road, fire, explosion, self-ignition or short circuit;
b. theft, embezzlement, burglary, vandalism, joyriding or an attempt thereto;
c. collision with game, birds or stray animals;
d. natural forces, including lightning strike, flooding, hail and storm; or
e. any other sudden external event.

II. Bodywork damage that is at Munsterhuis Lease's expense
In the event of bodywork damage or non-regular wear and tear, in principle, you only owe a personal contribution per damage incident to Munsterhuis Lease and the remaining bodywork damage is at Munsterhuis Lease's expense. The amount of the personal contribution is stated in the Lease Agreement. The personal contribution will be refunded insofar as Munsterhuis Lease succeeds in recovering the bodywork damage from a third party.

III. Bodywork damage that is at your expense
In deviation from part II of this article (Bodywork damage that is at Munsterhuis Lease's expense), bodywork damage is (fully) at your expense if the bodywork damage is:
a. caused during participation in competitions, driving-skill training, and speed, manoeuvrability or performance trials;
b. caused during the provision of driving lessons, the transport of persons against payment (except for carpooling), driving on speed circuits or driving on roads that are not intended for the vehicle;
c. caused by the transport of hazardous substances or explosives;
d. caused by persons who do not possess a valid driving licence legally required for the vehicle;
e. caused while the actual driver (i) was under the influence of alcohol, any intoxicating and/or stimulating substance (drugs) or medicine to such an extent that they could not be considered capable of driving the vehicle properly, (ii) had drunk more alcohol than is legally permitted and/or (iii) upon arrest refused to cooperate in an alcohol or drug test;
f. caused by acts or omissions in violation of applicable laws and regulations, the Lease Agreement or the general terms and conditions applicable thereto; and/or
g. caused with your approval or by your intent, fault, wilful recklessness, negligence or careless conduct.

Parts a to g inclusive do not apply if you prove that you knew nothing or should not have known anything about the circumstance in question, that it happened against your will and that you cannot reasonably be blamed for it.

IV. Replacement of a tyre
If the bodywork damage consists of the replacement of a tyre due to non-normal wear and tear or a flat tyre, the extent of the bodywork damage is calculated in proportion to the remaining tread. The remaining tread is the difference between the tread depth of the tyre upon replacement and the statutory minimum tread depth of the tyre.

Illustrative calculation (with fictitious amounts)
A tyre is replaced at a tread depth of 2 millimetres in case of normal wear and tear. Suppose the remaining tread depth of a tyre that needs to be replaced is 5 millimetres. The difference is a remaining tread of 3 millimetres (5 millimetres - 2 millimetres = 3 millimetres).

Suppose the price of the new tyre with a tread depth of 8 millimetres is € 180. That means an amount of € 22.50 per millimetre of tread depth (namely € 180 ÷ 8 millimetres = € 22.50 per millimetre). The difference in remaining tread depth of the tyre to be replaced was 3 millimetres. Therefore, in this example you pay us an amount of € 67.50 as a personal contribution (3 millimetres x € 22.50 = € 67.50).

V. Theft
In the event of theft, the bodywork damage is at your expense if the vehicle was not properly locked and/or the keys were left unattended and/or if the alarm (if present) was not activated. In the event of theft, you are obliged to submit all car keys to Munsterhuis Lease at Munsterhuis Lease's request. If you do not comply with that request, or cannot comply with it, it is presumed that the bodywork damage is the result of your careless conduct, subject to evidence to the contrary.

11. Do I have to pay a personal contribution in the event of covered third-party liability damage or bodywork damage?
This article is a deviation from Article 26 of the General Terms and Conditions of the Private Lease Quality Mark.

No personal contribution applies to third-party liability damage. A personal contribution does apply to bodywork damage, as determined in Article 10 part II (Bodywork damage that is at Munsterhuis Lease's expense) of these Supplementary Conditions.

12. Can the personal contribution for bodywork damage be increased?
This article is an elaboration of Article 26 of the General Terms and Conditions of the Private Lease Quality Mark.

Yes, if more than 2 (two) damage incidents occur within a period of 12 months, Munsterhuis Lease is entitled to increase the personal contribution for bodywork damage for the remaining duration of the lease period to a maximum of € 500 per damage incident.

13. Do other insurances apply?
This article is an elaboration of Article 27 of the General Terms and Conditions of the Private Lease Quality Mark.

Yes, in addition to Third-party Liability Insurance, Driver and Passenger Insurance and motor legal protection insurance also apply. The Munsterhuis Lease Private Lease Insurance Conditions that you received from us before concluding the Lease Agreement also apply to these insurances. These conditions set out, among other things, what is meant by Driver and Passenger Insurance and motor legal protection insurance and which conditions apply to the cover.

The insurer may change its conditions. In that case we will send you a letter or an e-mail before the conditions change. We will tell you what the changes are. Are they clearly disadvantageous to you? In that case you may terminate this agreement within 30 days. We will then settle the Lease Agreement based on the actual term and mileage and the monthly rate that corresponds to this according to the Matrix. Any adjustments will apply retroactively from the start of the lease. In addition, we may also charge you for subsequent costs (such as traffic fines) and a personal contribution for damage to the car, if on return it turns out that the car has damage. If you do not terminate the agreement, the new conditions apply to you.

If the change in the conditions is due to new laws or regulations, you may not terminate the agreement free of charge.

14. What should I do in the event of third-party liability damage or bodywork damage?
This article is an elaboration of Article 28 of the General Terms and Conditions of the Private Lease Quality Mark.

In the event of third-party liability damage or bodywork damage, you must notify Munsterhuis Lease by telephone as soon as reasonably possible and ensure that Munsterhuis Lease receives a fully completed European claim form from you within 48 hours.

In the event of theft, embezzlement, joyriding or fraud and the attempt thereto, you are obliged to report this to the police so that an official report can be drawn up.

You may not make any commitments or statements to third parties from which the acknowledgement of liability of Munsterhuis Lease can be deduced.

15. Which conditions apply to breakdown assistance?
This article is an elaboration of Articles 29 and 42 of the General Terms and Conditions of the Private Lease Quality Mark.

The conditions for breakdown assistance are as follows:

I. Availability
The assistance is available within the Netherlands (with the exception of Vlieland and Schiermonnikoog, where no breakdown assistance is available) 7 days a week and 24 hours a day (with the exception of Ameland and Terschelling, where breakdown assistance is available from Monday to Saturday from 08:00 to 18:00).

Abroad, the assistance service is available 7 days a week and 24 hours a day in the countries where the vehicle is permitted to be driven pursuant to Article 16 of these Supplementary Conditions (with the exception of islands, for which a different availability may apply).

II. Service
Depending on the circumstances of the case, breakdown assistance consists of one or more of the following services:
a. The control centre taking your report and providing assistance over the telephone.
b. On-site assistance.
c. If the vehicle cannot be repaired on-site or if continuing to drive the vehicle is impossible or irresponsible:
   - Transport of the vehicle to a garage.
   - Repatriation of the vehicle to the Netherlands (in the event of a report abroad), if the repair takes longer than 48 hours.
   - Replacement transport.

III. Costs for breakdown assistance that are for your account
The costs for the breakdown assistance are at your expense if you use breakdown assistance and the breakdown was caused by your own actions. A breakdown is in any case caused by your own actions if:
a. you are stranded with an empty tank;
b. you filled up with the wrong fuel; or
c. you lost the car keys or left them in the vehicle.

16. In which countries is the vehicle permitted to be used?
This article is an elaboration of Article 32 of the General Terms and Conditions of the Private Lease Quality Mark.

The vehicle is permitted to be used in the countries listed below, unless the Ministry of Foreign Affairs has issued an official advice advising against travel for a country (or a part thereof).

- Albania
- Andorra
- Belgium
- Bosnia and Herzegovina
- Bulgaria
- Cyprus
- Denmark
- Germany
- Estonia
- Finland
- France
- Greece
- Hungary
- Ireland
- Italy
- Croatia
- Latvia
- Lithuania
- Luxembourg
- Macedonia
- Malta
- Morocco
- Moldova
- Montenegro
- Netherlands
- Norway
- Austria
- Poland
- Portugal
- Romania
- Slovenia
- Slovak Republic
- Spain
- Czech Republic
- Turkey
- United Kingdom
- Sweden
- Switzerland

17. May the vehicle be driven by a seventeen-year-old in the context of accompanied driving ('2todrive')?
This article provides clarification of Article 32 of the General Terms and Conditions of the Private Lease Quality Mark.

Yes, that is permitted.

18. Am I entitled to replacement transport sooner than after 72 hours?
This article is a deviation from Article 39 of the General Terms and Conditions of the Private Lease Quality Mark.

Yes, you will be provided with a replacement vehicle free of charge after the repair or maintenance has taken longer than 48 hours. If you use a replacement vehicle before that time, that period of replacement transport will be at your expense. You always pay for a full day of replacement transport, not per hour. After 48 hours, the costs of replacement transport will be at Munsterhuis Lease's expense.

Do you use the replacement car for longer than the car needs to be in the garage? Then you pay the costs for the extra days of replacement transport yourself.

19. What is the minimum class of the replacement vehicle?
This article is a deviation from Article 41 of the General Terms and Conditions of the Private Lease Quality Mark.

The Lease Agreement states the class of your replacement vehicle. If there is no replacement transport available in that class, we will provide a replacement vehicle from another class.

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20. How are fines, parking taxes and toll charges dealt with?
This article is an elaboration of Article 44 of the General Terms and Conditions of the Private Lease Quality Mark.

As the vehicle is registered in your name, any fines and parking tickets will be sent directly to you and imposed by the competent authority. If a fine or parking ticket is nevertheless received by Munsterhuis Lease,
Munsterhuis Lease will forward it to you. If you do not pay the fine or parking ticket on time and we receive a reminder, we pay the fine plus the increase, to prevent the costs from increasing further. In that case, you pay us the entire amount that we had to pay to the competent authority, plus € 12.50 (exclusive of VAT) in administrative charges. We will send you an invoice for this.

The fine or parking ticket is not at your expense if the fine or parking ticket is revoked or annulled by the competent authority. You may lodge an objection (also referred to as an 'appeal') against the fine or parking ticket with the competent authority. The fine or parking ticket usually indicates whether or not it must be paid first if you object. Payment of a fine or parking ticket does not necessarily mean that you waive your right to object to that fine or parking ticket. You are responsible for lodging an objection in a timely manner. If you need an authorisation from us to lodge an objection, we will provide this to you if requested.

Parking tickets, and fines and parking tickets from abroad that we receive, are paid by us directly to the competent authority. We do this because they must be paid quickly, thus preventing costs from increasing due to late payment. We will send you an invoice for the parking ticket, or fine/parking ticket from abroad, paid by us, and we will enclose the fine/parking ticket in question. You do not have to pay us any administrative charges for this.

If an objection you have lodged against a fine or parking ticket is declared well-founded and you have already paid the fine or parking ticket to Munsterhuis Lease, we will refund the entire amount (including any administrative charges) or we will offset the amount against due and payable amounts that you still owe us.

21 To which address should I send a termination letter?
This article is an elaboration of Article 46 of the General Terms and Conditions of the Private Lease Quality Mark.

Munsterhuis Lease
Attn. Contracts department
P.O. Box 55
1000 AB Amsterdam

If you concluded the Lease Agreement by e-mail or via the internet, you may also terminate the Lease Agreement by sending the termination letter by e-mail to: info@munsterhuislease.nl.

22 How is the amount of the early termination fee determined upon termination after the first year?

This article is an elaboration of Article 47 of the General Terms and Conditions of the Private Lease Quality Mark.

The early termination fee depends on the actual duration of the lease period. The early termination fee is the difference between:

I. the aggregate monthly lease prices that you have paid and still have to pay up to the moment of termination; and
II. The aggregate (higher) monthly lease prices that, according to the Matrix, correspond to the actual shorter duration of the lease period, which you would have had to pay if you had immediately concluded the Lease Agreement for the shorter duration.

Illustrative calculation of early termination fee based on a shorter term (with fictitious amounts)

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
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25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Your Lease Agreement was agreed for a term of 60 months in combination with 15,000 kilometres per year. The monthly lease price is € 434 (the green box in the Matrix). Suppose you wish to terminate the Lease Agreement after exactly 36 months, then a monthly lease price of € 509 would correspond to 15,000 kilometres per year (the yellow box in the Matrix).

The adjustment of the lease price due to early return always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:
- The difference between the new adjusted lease price and the old lease price is € 75 (€ 509 - € 434).
- € 75 multiplied by the elapsed term of 36 months is € 2,700.

In this illustrative calculation, the early termination fee is **€ 2,700**. You pay this amount to us in full (i.e. 100%).

If upon termination it becomes apparent that you have driven more or less kilometres (on average per year) than the agreed annual mileage, the lease price for calculating the early termination fee based on the Matrix will not only be adjusted to the actual shorter duration of the lease period, but also (as explained in Article 6 of these Supplementary Conditions) to the actual number of kilometres driven.

Illustrative calculation of early termination fee based on a shorter term with excess mileage within Matrix (with fictitious amounts)

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Suppose your Lease Agreement was agreed for a term of 60 months in combination with 10,001 up to and including 15,000 kilometres per year. The monthly lease price is € 434 (the green box in the Matrix). Suppose you wish to terminate the Lease Agreement after exactly 48 months, then a monthly lease price of € 460 would correspond to 15,000 kilometres per year (the blue box in the Matrix). However, you did not drive 15,000 kilometres, but 17,000 kilometres per year. At that number of kilometres per year, the monthly lease price is € 478 (the yellow box in the table).

The adjustment of the lease price due to early return always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:
- The difference between the new adjusted lease price and the old lease price is € 44 (€ 478 - € 434).
- € 44 multiplied by the elapsed term of 48 months is € 2,112.

In this illustrative calculation, the early termination fee including the settlement of excess mileage is **€ 2,112**.

Illustrative calculation of early termination fee based on a shorter term with excess mileage outside Matrix

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Suppose your Lease Agreement was agreed for a term of 60 months in combination with 30,000 kilometres per year and an excess mileage rate of € 0.10. The monthly lease price is € 484 (the green box in the Matrix). Suppose you wish to terminate the Lease Agreement after exactly 48 months, then a monthly lease price of € 515 would correspond to 30,000 kilometres per year (the blue box in the Matrix). However, you did not drive 30,000 kilometres, but 45,000 kilometres per year. At that number of kilometres per year, the monthly lease price is € 560 (the yellow box in the Matrix). In the Matrix, a maximum of 40,000 kilometres per year can be agreed upon, but in reality 45,000 kilometres per year are driven. This difference, 5,000 kilometres per year and 20,000 kilometres over the actual term of 48 months, is charged separately based on the excess mileage rate as stated on your Lease Agreement.

The adjustment of the lease price due to early return always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:
- The difference between the new adjusted lease price and the old lease price is € 76 (€ 560 - € 484).
- € 76 multiplied by the elapsed term of 48 months is € 3,648.
- The number of excess mileage falling outside the Matrix multiplied by the excess mileage rate is € 2,000 (20,000 km x € 0.10).

In this illustrative calculation, the early termination fee including the settlement of excess mileage is **€ 5,648** (€ 3,648 + € 2,000).

Illustrative calculation of early termination fee based on a shorter term with less kilometres (with fictitious amounts)

	Private Lease Price Matrix inclusive of VAT					
	term in months					
Annual kilometres	12-23	24-35	36-47	48-59	60-71	72-84
0 till 10,000	€ 702	€ 602	€ 516	€ 444	€ 417	€ 401
10,001 till 15,000	€ 769	€ 625	€ 509	€ 460	€ 434	€ 415
15,001 till 20,000	€ 845	€ 645	€ 528	€ 478	€ 451	€ 431
20,001 till 25,000	€ 944	€ 663	€ 545	€ 495	€ 467	€ 447
25,001 till 30,000	€ 1,035	€ 685	€ 566	€ 515	€ 484	€ 466
30,001 till 35,000	€ 1,067	€ 713	€ 591	€ 539	€ 511	€ 486
35,001 till 40,000	€ 1,099	€ 742	€ 621	€ 560	€ 529	€ 501

Suppose your Lease Agreement was agreed for a term of 60 months in combination with 15,000 kilometres per year. The monthly lease price is € 434 (the green box in the Matrix). Suppose you wish to terminate the Lease Agreement after exactly 48 months, then a monthly lease price of € 460 would correspond to 15,000 kilometres per year (the blue box in the Matrix). However, you did not drive 15,000 kilometres, but 9,500 kilometres per year. At that number of kilometres per year, the monthly lease price is € 444 (the yellow box in the Matrix).

The adjustment of the lease price due to early return always takes place retroactively from the commencement date of the Lease Agreement. The difference between the new adjusted lease price and the old lease price will be charged.

In this example, the calculation is as follows:
• The difference between the new adjusted lease price and the old lease price is € 10 (€ 444 - € 434).
• € 10 multiplied by the elapsed term of 48 months is € 480.

In this illustrative calculation, the early termination fee including the settlement of less kilometres is **€ 480**.

23. Price adjustments

This article is an addition to Article 14 of the General Terms and Conditions of the Private Lease Quality Mark.

Indexation

We may index the monthly lease price based on the year-on-year change in the CPI (consumer price index) 'All items' from Statistics Netherlands (CBS) over the preceding calendar year. This works as follows:

(i) An indexation only applies to the indexable part of the lease price. That indexable part is 30% of the lease price applicable at that time.

(ii) We may implement an indexation once per calendar year, as of 1 April, and for the first time at least 12 months after the start of the lease period.

(iii) If the increase in the CPI in a calendar year is more than 6%, we may apply a maximum of the percentage exceeding that 6% as an adjustment to the lease price the following year (also refer to the illustrative calculation below). If the CPI decreases by more than 6%, a reduction in the monthly lease price is calculated and implemented in the same way.

Illustrative calculation 1 (based on fictitious amounts)
Suppose the lease price of your Lease Agreement with start date XX-XX-XXXX is € 450 and the CPI has increased by 8.4%. We have agreed with you that as soon as the annual increase in the CPI is greater than 6%, we may charge you the excess, calculated over the inflation-sensitive part of the instalment amount, after the first year. This means an increase of 2.4% (8.4% minus 6%) calculated on € 135 (30% of € 450) = € 3.24 per month. From 1 April XXXX your new lease price will be € 453.24 per month.

Illustrative calculation 2 (based on fictitious amounts)
Suppose the lease price of your Lease Agreement with start date XX-XX-XXXX is € 600 and the CPI has increased by 5.2%. We have agreed with you that as soon as the annual increase in the CPI is greater than 6%, we may charge you the excess, calculated over the inflation-sensitive part of the instalment amount, after the first year. The increase in the CPI last year was less than 6%. This means no increase. Your lease price will remain € 600 as of 1 April XXXX.

(iv) If we adjust the lease price due to an indexation, we will notify you in writing or by e-mail no later than two (2) months before the date on which the new lease price will take effect of:
a. the new lease price and the commencement date of the new lease price;
b. the indexation percentage and the time of determination;
c. the financial impact of the adjustment of the new lease price.

(v) We may choose to implement a lower increase than the amount we would be allowed to implement based on the indexation. We will also notify you if we do not implement an indexation increase of the lease price.

(vi) If in any year we implement an indexation increase of more than 20% over the relevant indexable part of the lease price applicable at that time, you have the right to cancel the Lease Agreement. In that case, we will settle the Lease Agreement based on the actual term and mileage and the monthly rate that corresponds to this according to the Matrix. Any adjustments will apply retroactively from the start of the lease. In addition, we may also charge you for subsequent costs (such as traffic fines) and a personal contribution for damage to the car, if upon return it turns out that the car has damage.

Tax amendments
The government determines the level of taxes and tax rules may change. We do not know in advance what (the level of) the taxes will be in the future. The government may introduce new taxes or levies or change the level of taxes or levies. If that happens and we consequently incur changed costs for the car and the advance payment of the taxes, we may adjust the monthly lease price by that change in costs.

24. How do you return the car?

This article is an elaboration of Article 24 and 58 up to and including 64 of the General Terms and Conditions of the Private Lease Quality Mark.

a. When the lease ends, you return the car.
b. The return guidelines state how and where you can return the car.
c. We use the return guidelines to check whether you are returning the car in a good condition and to check whether any damage to the car is acceptable or not. The return guidelines are attached as an appendix to this agreement. We sometimes amend these. The latest version is on the website.

25. Can you terminate this agreement free of charge?

This article is an addition to Article 46 of the General Terms and Conditions of the Private Lease Quality Mark.

a. In the following cases you can terminate the Lease Agreement on the first day of the second year of the lease period, without having to pay an (additional) early termination fee:
   I. Forced dismissal that is not your own fault and in case there is an employment contract for an indefinite period of time.
   II. Incapacity for work of 80% or more.
   III. Divorce.
   IV. Dissolution of a registered partnership.
   V. If you are physically no longer able to drive the vehicle due to loss of your driving privileges for medical reasons or permanent invalidity.

In cases I. up to and including IV., you must provide us with convincing evidence that such a case has occurred and that as a result you can no longer pay the lease price. If the situation under V. occurs, we would like a statement from an attending doctor or specialist that you are no longer able to drive a vehicle or a statement from the municipality or Netherlands Vehicle Authority (RDW) that your driving licence has been revoked for that reason.

b. The following conditions apply here:
   - You complied with all the obligations of this agreement.
   - You returned the car in accordance with the provisions of this agreement.
   - For the final settlement, we look at the actual term and mileage at the time of returning the car.
   - We will settle the Lease Agreement based on the actual term and mileage and the monthly rate that corresponds to the combination of that term/kilometre bundle according to the Matrix. Any adjustments to the lease price will apply retroactively from the start of the lease. If you paid too much over the elapsed months, you will receive a refund for the difference. If you paid too little over the elapsed months, you must make an additional payment for the difference.
   - In addition, we may also charge you for subsequent costs (such as traffic fines) after return and a personal contribution for damage to the car, if upon return it turns out that the car has damage.

26. What do we do with personal data?

This article is an elaboration of Article 65 of the General Terms and Conditions of the Private Lease Quality Mark.

In the context of the performance of the Lease Agreement, Munsterhuis Lease processes your personal data as a controller. Munsterhuis Lease processes this personal data in accordance with the General Data Protection Regulation and the Munsterhuis Lease privacy statement, available via our website.

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