Additional terms and conditions to the General terms and conditions

These General Terms and Conditions in the English language are a translation of the Dutch version. In case of contradiction of the two versions the Dutch version shall prevail.

Dat schakelt makkelijk!
1. Additional terms and conditions
These terms and conditions.

General terms and conditions
General terms and conditions Keurmerk Private Lease.

Leasing company
Volkswagen Leasing B.V.

Maximum number of kilometres
The maximum number of kilometres recorded by the leasing company, which you are permitted to drive with your type of car during the lease period.

Additional/ fewer
The number of additional or fewer kilometres that are driven per year than the number of kilometres for which the lease agreement was entered into.

2. Addition per article

Addition to article 1:
Which documents set out the rights and duties that I have under the lease agreement?
In addition to the documents referred to in article 1 of the General Terms and Conditions, the General Terms and Conditions of Insurance also contain your rights and duties. These General Terms and Conditions of Insurance apply to the lease agreement and therefore form part thereof.

If you accept our Additional terms and conditions you also state thereby that you:
- have received a copy of the General Terms and Conditions of Insurance;
- have taken note of the contents thereof, and;
- accept these without reservation.

The leasing company can amend the General Terms and Conditions of Insurance or replace these by other terms and conditions.

The Terms and Conditions for Driver and Passengers Damage Insurance and the Terms and Conditions for Driver and Passengers Accident Insurance apply to the lease agreement if this is set out in the lease agreement itself.

Addition to article 7:
When does the lease period end?
The lease period will end as soon as you have driven the maximum number of kilometres set out in the lease contract as a result of additional kilometres driven.

If you have already driven the agreed number of kilometres before the end date of the lease, you can simply continue to use the car until the end of the lease period, unless the maximum number of kilometres recorded by the leasing company for your type of vehicle has been reached. You can find the maximum number of kilometres recorded for your type of vehicle in your lease agreement. You must thereby continue to pay the agreed instalment amounts to the leasing company.

If you drive less kilometres with the car than you had agreed with the leasing company, you can ask the leasing company in writing to extend the duration of the lease. Extension of the lease will only take place if you have received approval in writing from the leasing company.

Addition to article 8:
Where can I collect the vehicle? What do I have to bring with me?
The lease contract will state where you can collect the vehicle. You must bring your driving licence when collecting the vehicle.
**Addition to article 11:**
*Is the vehicle registered in my name or in the name of the leasing company?*

The vehicle will be registered in your name.

**Addition to article 12:**
*Which costs for the use of the vehicle are included in the instalment amount?*

If during repair or maintenance replacement transport in the Netherlands has been agreed for a period of less than 72 hours, this will be stated in the lease contract. The General and Additional terms and conditions also apply to this replacement transport.

**Addition to article 15:**
*What will happen if additional or fewer kilometres have been driven?*

The lease contract sets out how the number of additional or fewer kilometres driven per year will be settled with you. Over the first 5,000 kilometres any kilometres driven less on an annual basis will not be settled. In that case you can ask the leasing company in writing to extend the duration of the lease agreement and the lease period. The leasing company must agree in writing to the extension of the lease agreement and the lease period.

**Addition to article 16:**
*Do I have to pay a security deposit? In addition to the scheme as referred to in article 16 of the General Terms and Conditions the following will apply.*

The leasing company will order the vehicle for you as soon as possible after the leasing company has received the security deposit from you.

**Addition to article 20:**
*What are the payment terms?*

You must pay the instalment amount no later than on the first working day of the month that the instalment amount applies to.

You must pay the other due amounts immediately after the invoicing but no later than 14 days after the date of sending of the invoice concerned.

The leasing company is permitted to charge the instalment amounts and other amounts to you by means of electronic invoicing. You must state an email address to the leasing company for the forwarding of the electronic invoices.

If electronic invoicing is not possible for administrative reasons the leasing company retains the right to forward the invoices to you by regular mail.

By signing the lease contract you agree to the payment of the invoices taking place via direct debit collection. You must sign a ‘SEPA authorisation for recurrent direct debit’ to be provided by the leasing company for this purpose. By so doing you authorise the leasing company to collect from your bank account all amounts due ensuing from the lease agreement. The amount to be collected and the collection date are set out in the invoice.

**Addition to article 22:**
*What can happen if the instalment amount or other amounts are not paid in a timely manner?*

The termination payment that you must pay to the leasing company due to non-payment is equal to the payment that you must pay to the leasing company on the basis of article 46 and 47 of the General terms and conditions.
Addition to article 25:

**How is the risk insured or covered for damage caused to or with the vehicle?**

The leasing company arranges the insurance for the risk of third party damage. The General Terms and Conditions of Insurance apply to this.

Addition to article 26:

**Do I have to pay the personal contribution for covered vehicle or third party damage?**

If within a period of 12 months more than two incidents occur the personal contribution will be increased to €1,000 per claim.

Addition to article 28:

**What do I have to do in the event of vehicle damage or third party damage?**

In the event of vehicle or third party damage you will be obliged to immediately inform the leasing company by telephone. Thereupon you must forward to the leasing company within 48 hours a completed claim form and submit witness statements related to the incident as quickly as possible.

You are further obliged to:

a. refrain from all acts, promises and statements, from which acknowledgement of debt and liability for damage can be deduced and in general from all that which could harm the interests of the leasing company and the insurance company;
b. to follow the instructions to be provided by the leasing company in the event of (repair of) damage;
c. to provide all information, which is required by the leasing company;
d. to transfer upon the request from the leasing company every claim for compensation that you have vis-a-vis third parties to the leasing company.

If you do not fulfill these obligations, or do not correctly follow the instructions from the leasing company, also regarding the repair of the damage, you will be liable for the damage suffered by the leasing company resulting from this. In the event of damage you will owe the agreed amount of the deductible which is not borne by the insurer under the policy conditions, until the damage arisen has been compensated in full by a third party.

Damage to or loss of personal property that was situated in the vehicle will be at your expense, unless this damage or loss is to be compensated by third parties. It may also be the case that this damage or loss will be covered by the insurance of the leasing company, which must be evident from a confirmation in writing from the leasing company. In that case you must at the same time as the notice of claim make all original purchase invoices of the insured goods available to the leasing company.

Addition to article 29:

**Will I have the right to assistance with the transport of the vehicle and the passengers in the event of an accident?**

The scheme for the transport of the vehicle and of the passengers in the event of an accident is detailed in the General Terms and Conditions of Insurance.

Addition to article 32:

**Do I have further use of the car?**

It is only permitted to drive the vehicle in countries that are covered by the insurance. The international motor insurance certificate with the insurance of the vehicle will set out which countries this concerns.

Addition to article 36:

**Who will record when the vehicle requires a service?**

You can contact the dealership of the make of car if you have any questions regarding the service schedule.
Addition to article 42:

**What options do I have if the vehicle breaks down on the road?**

a. In the event of emergencies and/or breakdown in the Netherlands as well as abroad (which are not the result of an accident or an incident) you can rely on the mobility guarantee, insofar as the make of the vehicle provides for this.

b. General terms and conditions apply to the mobility guarantee. These are available for perusal at the office of the leasing company and will be forwarded to you free of charge upon first request.

c. Detailed information regarding breakdown assistance and instructions for how to act are set out on the website of the www.volkswagenfinancialservices.nl.

Addition to article 44:

**How are the financial penalties and additional tax assessments for parking tax settled?**

All traffic fines will be directly sent to you by the government agency. If the leasing company receives the traffic fine, the leasing company will forward the traffic fine to you for payment.

Addition to article 46:

**Can I cancel the lease agreement before the lease period has ended?**

You can cancel the lease agreement in writing within the first twelve months of the lease period. In that case you will owe 100% of the instalment amounts over the remaining months of the first year. Over the remaining months after the first year the cancellation fee as set out below in the addition to article 47 will apply.

The address that you can send your cancellation to is:

Volkswagen Pon Financial Services
Sales Department
Postbus 617
3800 AP Amersfoort

If you have concluded the lease agreement by email or through the internet you can send the cancellation by email privatelease@vwpfs.nl

Addition to article 47:

**How is the amount of the cancellation fee determined for cancellation after the first year?**

In the event of cancellation after the first year a cancellation fee will apply that is equal to 50% of the lease instalments that still remain.

Addition to article 51:

**Do I have to pay a cancellation in the event of the termination of the lease agreement by the leasing company?**

If there is a cancellation fee on the basis of article 51 of the General Terms and Conditions, the payment to be paid by you to the leasing company in the event of termination will be equal to the cancellation fee as referred to in the addition to article 47 of the General Terms and Conditions, therefore 50% of the lease instalments that still remain.

Addition to article 65:

**Is my personal data registered?**

Your personal data will be processed in accordance with the Personal Data Protection Act and the Data Processing Regulations of the leasing company. You can find these regulations at www.vwpfs.nl.
2. Extra additional terms and conditions

1. Which terms and conditions apply to the use of winter tyres?
The provisions below will only apply if “winter tyres” are included in the lease agreement:
   a. the costs of (the normal use of) the winter tyres and the exchange and storage of the tyres are included in the lease contract under the heading “winter tyres”;
   b. you must personally ensure that the winter tyres are exchanged in a timely manner. This means in any event that the winter tyres should be fitted annually from 1 November and must be exchanged again with the standard tyres no later than on 1 April;
   c. the costs of late exchange will be at your expense;
   d. the leasing company will determine where and by whom the tyres will be delivered and exchanged and the brand and type of the winter tyres. The summer as well as the winter tyres will remain the property of the leasing company;
   e. depending on the supplier of the winter tyres, the car will be provided with the existing rims or steel rims. The leasing company will act in accordance with the policy of the supplier.

2. Do I have a purchase option for the vehicle?
You will only have the preferential right of purchase with regard to the vehicle if this is stated in the lease contract. If you wish to make use of the purchase option you must inform the leasing company of this in writing at least two months before the end of the lease agreement. The leasing company will in that case state at what price you can make use of you right of first refusal. Parties further expressly intend no transfer of ownership with the entering into of the lease agreement.

If the lease contract states a “purchase option price” this will be the amount that will be applicable at the time when the agreed lease period ends, or when the maximum number of kilometres have been driven.

Your preferential right of purchase will lapse if you have not paid the purchase price to the leasing company within three working days after the end of the lease agreement (as set out above).

You will only become the owner of the vehicle if you have fulfilled all obligations ensuing from the lease agreement as well as from the purchase option.

The vehicle will be transferred without winter tyres.

3. How does the liability for damage caused by a LPG system work?
The leasing company does not accept any liability whatsoever for damage that is the result of the fitting of a LPG system. This is only otherwise if the LPG system approved by the importer has been fitted by a recognised dealer. In that event the leasing company will provide the guarantees issued by the importer subject to the exclusion of any further liability.

4. Can I transfer my rights and duties under the lease agreement to a third party?
That is permitted. However, permission in writing from the leasing company will be necessary for this. The leasing company has the right to set out additional terms and conditions for this cooperation.

The leasing company can on its part transfer or pledge all claims, entitlements, rights, privileges and actions related to the lease agreement to a third party. You state hereby that in that case you will provide cooperation to such a transfer or pledging.
5. What happens if the leasing company cannot fulfil its obligation due to force majeure?

It may happen that the leasing company is incapable of fulfilling its obligation under the lease agreement due to force majeure (a situation that cannot be attributed to it). In that case it is permitted without judicial intervention to:

- terminate the lease agreement, or;
- suspend its obligation under the lease agreement until there is no longer any force majeure.

The leasing company must inform you in both events by registered letter of the force majeure situation and of the result thereof. The leasing company is not obliged to compensate any damage. There will be force majeure in the following:

- late delivery by the importer/factory/supplier/user to the leasing company;
- restrictive government measures;
- industrial action;
- lack of staff;
- damage of the vehicle between the time of the concluding of the lease agreement and the time of delivery.

6. When is the leasing company permitted to inspect the vehicle?

The leasing company is permitted at any time to conduct (have conducted) an inspection of the condition of the vehicle. You must provide full cooperation to this inspection.

7. What are my obligations when my driving licence is no longer valid?

In the event that your driving licence is withdrawn by the authorities, or you are disqualified from driving, or if the vehicle is confiscated by authorities, your obligation under the lease agreement (including the obligation of payment of the instalment amounts) will continue to be in effect as usual.

8. Am I obliged to inform the leasing company of where the vehicle is situated?

Yes. You must report where the vehicle is situated if the leasing company asks for this. You state that in the event of any intake of the vehicle you will make the vehicle available to the leasing company and/or will provide access to the space where the vehicle is parked.

9 Driver

The car is exclusively permitted to be used by a competent driver who has in his/her possession a valid driving licence that is mandatory in the Netherlands for the car concerned.

10 Is my personal data shared?

In the event that you have ordered a lease contract online, the following personal data will be exchanged with the dealer selected by you: Name and address details, email address, telephone number, vehicle information, commencement date of the contract. This data is required for the purpose of the performance of the agreement, such as the ordering of the lease car, registration of the lease car in your name, but also for the verification of your identity on delivery.

Please send a letter with regard to any further questions or comments related to our privacy policy, or if you want to submit a request concerning the processing of your personal data, to:

Volkswagen Pon Financial Services
Department of Corporate Communication
Postbus 617
3800 AP Amersfoort