



Product Conditions for Flex

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1. Product Conditions

- 1.1** The definitions in these Product Conditions and the Product Agreement have the same meaning as assigned to those in the Framework Agreement, unless indicated otherwise in these Product Conditions.
- 1.2** These Product Conditions contain the provisions that apply to all requests by the Customer, quotes from Athlon and agreements between the Customer and Athlon relating to services in terms of Athlon Flex, which enables employees authorised thereto by the Customer to make flexible mobility choices – via the Flex Portal – with the use of a Mobility Budget. Athlon Flex provides, among other things, for the provision of Objects for a minimum of 30 days. Other options include the purchase of public transport tickets and/or tickets of private operators for business trips and saving through the Mobility Budget. Users may opt for multiple Objects and Mobility Services as long as these are within their Mobility Budget and within the framework agreed with the Customer. The Customer authorizes the User – via the Flex Portal – to select Objects or purchase Mobility Services, and to conclude a Product Agreement on behalf of the Customer via the Flex Portal, if a Product Agreement applies to the selected Object or purchased Mobility Service.
- 1.3** In case of any conflict between the provisions of the Product Agreement and these Product Conditions, the Product Agreement provisions will prevail.
- 1.4** Provisions of the Framework Agreement, the Product Agreement or these Product Conditions precede any rent-related statutory provisions, which are excluded with the exception of Article 226 of Book 7 of the Dutch Civil Code.
- 1.5** Where 'Rental Rate' is referred to in these Product Conditions, the term 'Usage Fee' as described in the Framework Agreement should be understood.
- 1.6** Where 'Vehicle Delivery Form' is referred to in these Product Conditions, the following should be understood: The form that is provided and signed on delivery of an Object by the User or another person authorised by the Customer to collect the Object. This form in any event includes: the start date, start odometer reading and any existing vehicle damage.
- 1.7** Where 'Annex' is referred to in these Product Conditions, the following should be understood: Any annex to the Product Agreement or these Product Conditions which, after being signed by the
- 1.8** Customer and Athlon, forms part of the Product Agreement.
- 1.9** Where 'Vehicle Return Report' is referred to in these Product Conditions, the following term should be understood: The Form that is provided and signed on delivery/collection of an Object by the User or another person authorised by the Customer to return the Object. This form in any event includes: the return date, odometer reading and any existing vehicle damage.
- 1.10** Where 'Rental Period' is referred to in these Product Conditions, this should be understood to mean the period described in Article 3.2.
- 1.11** Where 'Object' is referred to in these Product Conditions, this should be understood to mean the object or objects made available to the User for the purpose of Athlon Flex.
- The provisions in Articles 7, 8, 9 and 10 apply if the Object qualifies as a vehicle.
- 1.12** Where 'Mobility Service' is referred to in these Product Conditions, the following should be understood: The services offered to the User under the Athlon Flex service and which are not considered to be an Object. This, for example, includes the purchase of public transport tickets and/or tickets of private operators for business trips and saving through the Mobility Budget.
- 1.13** Where 'Mobility Budget' is referred to in these Product Conditions, the following should be understood: A maximum monthly amount to be spent by the User for which the Customer allows the User to make flexible mobility choices and which has been approved by Athlon.
- 1.14** Where 'Flex Portal' is referred to in these Product Conditions, the following should be understood: Athlon's online environment in which the User can make flexible mobility choices once their Mobility Budget has been determined.

2. The User

- 2.1** The User is understood to mean: The person designated by the Customer to use an Object or to purchase a Mobility Service. Where 'Customer' is referred to, the term 'User' should, where applicable, be understood. Where 'User' is referred to, the term 'Customer' should, where applicable, be understood. Athlon is entitled, without having to give reasons, to prohibit use of the Object by certain persons.
- 2.2** The Customer provides Athlon with all the User's information needed to be able to use Athlon Flex, including a Mobility Budget statement and a start date for the User to make use of Athlon Flex. After having accepted the new Customer by doing a credit check, Athlon will send the User an invitation via e-mail to access their personal environment in the Athlon Flex Portal. Before the User can order an Object or purchase any Mobility Services, the User must first agree to the Terms and Conditions of Use set out in this personal environment. These Terms and Conditions of Use can be found in the Flex Portal as Annex I.
- 2.3** The Customer will notify the User of the obligations arising from the Framework Agreement, the Product Agreement, these Product Conditions and all other applicable conditions, such as the Third-Party Terms and Conditions of Use applicable to the Objects or Mobility Services. The Customer bears responsibility for ensuring that (i) the User meets the obligations (ii) the User complies with the requirements that are placed on the driver of the Object in the country where the Object is used. If these obligations are breached, the Customer is fully liable toward Athlon.
- 2.4** If the User is not able or no longer able to use the Object, for example if the User's driving licence has been revoked, the User has been disqualified from driving or the Object has been seized, the Customer's obligations

arising from the Framework Agreement, the Product Agreement and these Product Conditions remain intact.

- 2.5** The Customer may request Athlon in writing to send certain matters, such as tickets and/or fuel credit cards, directly to the User. Athlon may attach conditions and/or costs to this. The Customer is at all times liable for these matters.
- 2.6** The Customer agrees that Users may rent or lease Objects and purchase Mobility Services that are within their Mobility Budget and within the framework agreed with the Customer. The Mobility Budget, which the Customer allocates to the User, may be spent on the rental or lease of an Object or the purchase of Mobility Services, however, the User may also choose to save the unspent Mobility Budget. Having savings added to the Mobility Budget, it allows the User to temporarily increase his or her monthly Mobility Budget expenditure up to a maximum set by the Customer and allowed by Athlon. Athlon will administer the savings added to the Mobility Budget and show them to the User through the Flex Portal. The Customer receives a monthly report of these accumulated Mobility Budgets. Athlon only facilitates the administration and communication of the Mobility Budgets and is not required to provide any other services in relation to these Mobility Budgets, such as facilitating the payment of these Mobility Budgets. If a User requests Athlon for payment of the Mobility Budget, Athlon will then send an e-mail to the Customer and forward the User's request for payment. After the e-mail has been sent, the accumulated Mobility Budget will be adjusted to €0, which will as such be shown to the User. The actual processing of the payment is done by the Customer. Athlon is not responsible nor can be held liable for the Mobility Budget and the payment thereof. No rights may be derived from the budgetary amounts shown by Athlon.

3. The Object's Rental Period and purchase of Mobility Services

- 3.1** The Rental Period starts as soon as the Object selected by the User is made available to the User through the Flex Portal. The Rental Period ends on the day that the Customer, the User or the Customer's representative has the signed-off Object collected. No rental period applies to the purchase of Mobility Services. Mobility Services may be purchased via the Flex Portal from the moment the User is given access thereto. All expenses incurred by Athlon are to be borne by the Customer. Additional conditions may apply to the Mobility Services. The User must agree to these conditions before the Mobility Service can be purchased.
- 3.2** The Rental Period is equal to the period between the start date referred to in Article 3(1) and the end date referred to in Article 3.1. The Rental Period is at least

thirty (30) days for each selected Object. After thirty (30) days, the User may change Objects in the Flex Portal every thirty (30) days. The Product Agreement can be terminated every day, provided that the User has driven the last selected Object for at least thirty days. If the User has not driven the last selected Object for at least thirty days, the termination date will be postponed to the first date on which the minimum of these thirty (30) days has been met. If the Product Agreement is terminated by the Customer within the first six (6) months, Athlon will, in addition to the normal lease and kilometre costs, charge an additional amount of €250 per month for the months not yet expired up to the six (6) months. For example, if four (4) months have passed, Athlon will then charge twice the additional amount of €250. This additional amount

does not apply if the termination of the Product Agreement is the result of the termination of the User's employment contract and the Customer can demonstrate that the employment has been terminated.

Athlon and the Customer agree that a Product Agreement can also be concluded digitally (online or by e-mail) and by phone, in which case it is no longer necessary to sign a separate Product Agreement. For each Object, the Customer will enter into a separate Product Agreement. The Flex Portal provides information regarding online requests. E-mail requests should be addressed to the mobility adviser. Athlon must at all times be contacted in the case of cancellations. The User can make arrangements for the collection of the Object via the Flex Portal. If this proves not to be possible, the User may contact Athlon through its website: www.athlon.com/nl/flex

- 3.3** Having received the request, Athlon strives to deliver the Object within one (1) working day, though two (2) working days at the latest. Athlon may opt to deviate from the above, and, where appropriate, will communicate this to the User.
- 3.4** In the case of orders with a requested Rental Period starting time before 8.30 am on a working day and starting on a Saturday, Sunday or public holiday, the Object is delivered on the working day prior to the starting time.

4. Rental Rate

- 4.1** The Rental Rate of the Object and the accessories, if applicable, is based on the price level on the User's order date, which can be checked online in the Flex Portal.
- 4.2** The Rental Rate is owed from the moment the Object is provided until the moment the Object is returned to Athlon (Article 19 Return).
- 4.3** All rates are quoted in euros, exclusive of VAT (BTW) and fuel. The Rental Rates are invoiced in retrospect with a payment term of thirty (30) days. All other costs attached to the rental of an Object will be billed monthly in arrears, subject to a payment term of 30 days, unless

5. Modification of Rental Rate

- 5.1** Athlon is entitled to modify the Rental Rate immediately or to pass costs on separately if, during the Rental Period, the government or a government body imposes new costs, levies and/or taxes that should be included in the Rental Rate or that influence the Rate to be set by Athlon. Changes in these components will be charged from the moment they apply. The Customer is obliged to make a supplementary payment with the first following invoice.

- 3.5** The Product Agreement terminates upon fulfilment, after expiry of the Rental Period, of all the Customer's then current and future obligations under the Product Agreement.
- 3.6** Athlon has the right to exchange the Object for another Object that is available to User in the Flex Portal at the time of this request. This may be done, for example (although not exclusively), to enable the sale of the Object or to exchange it for an Object with a different odometer reading for operational reasons. If, in case of



an exchange, the rate of the alternative Object is different from the previously provided Object, the Customer will pay the new rate after exchange.

- 4.4** Athlon may require the Customer to pay a deposit or provide a guarantee by way of security as a condition for entering into the Product Agreement.

- 5.2** Athlon has the right annually to revise and modify the Rental Rate.
- 5.3** The Rental Rate can be adjusted and corrected immediately by Athlon in the event of a mistake or (typing) error.

6. Fuel and public transport

- 6.1** If the costs for fuel are part of a Product Agreement, Athlon will pass on any fuel-related costs. These costs include the costs for providing or replacing the fuel credit card, the administrative costs for payment transactions related to fuel costs and the administrative costs for passing on the fuel costs. VAT on refuelling abroad cannot be reclaimed.
- 6.2** The actual fuel costs incurred will be set off periodically against the advance payments made for fuel costs. Electricity is also considered fuel. The Object is provided with a full tank of fuel or fully charged battery.
- 6.3** Athlon may lend the Customer a fuel credit card. When the final Product Agreement of the User terminates under these Product conditions, the fuel credit card is no longer valid.
- 6.4** If the fuel credit card or pin code is lost or stolen, the Customer is obliged to submit a request to Athlon to block the fuel credit card and must file a report immediately, and in any event within 24 hours, with the police and send a copy of the police report to Athlon within 48 hours after the loss or theft. The fuel credit card will be replaced after notification of the loss or theft to Athlon.
- 6.5** The Customer is responsible and liable for use of the fuel credit card from the moment of dispatch. Athlon is entitled to charge the Customer for all fuel costs related to improper use.
- 6.6** The fuel credit card will be disabled by the Customer after the validity period expires, for example by cutting the fuel card in half. The Customer is liable for all direct and indirect damage and loss arising from non-compliance with this obligation.
- 6.7** Athlon is entitled to switch to another provider of fuel credit cards during the Rental Period. If Athlon switches provider, the Customer will follow Athlon's instructions and only use the new provider's fuel credit card.
- 6.8** The Object is filled up or its battery fully charged after the Object has been returned in accordance with Article 19 of these Product Conditions, and the associated costs are charged to the Customer.
- 6.9** If authorised by the Customer, Athlon will offer the User the option of linking the fuel credit card of the external provider Multi Tank Card B.V. as a means of payment to an application created by Tranzer B.V. (www.tranzer.com) in order to use it to purchase public transport tickets. Athlon invoices the Customer for these costs in arrears on a monthly basis at the actual amounts invoiced by the respective providers.



7. Object

- 7.1** The Object is deemed to be the property of Athlon, and the accessories fitted to or in the Object will become the property of Athlon. This applies *mutatis mutandis* to the Object that has been obtained from an external rental company as set out in Article 7(7).
- 7.2** The Rental Rate of the replacement Object is based on the Rental Rate of the original Object.
- 7.3** Manufacturer's warranty applies to the Object and its use. The Customer has no more rights than Athlon in that respect. Athlon is not liable for damage or costs resulting from the Object failing to function according to expectation.
- 7.4** Athlon is entitled at all times to inspect the Object or have it inspected, and to examine all documents related to the Object. The Customer will enable Athlon and/or the competent authorities immediately to view or inspect the Object at a time and place designated by Athlon and/or the competent authorities.
- 7.5** The Customer may not attach any accessories to the Object nor make modifications or major changes to the Object, unless Athlon has given written consent and only if the changes are made by an approved installer, comply with legal requirements and do not damage the Object. The inclusion of accessories is chargeable to the Customer, even if these accessories are required under new legal regulations. The Customer bears both the risk of loss or damage and the costs of maintenance and repair of these accessories and the Object.



- 7.6** If the Customer and/or User has lost the actual control of the Object, the Customer and/or User is obligated to assist in tracking down the Object.
- 7.7** Athlon may on occasion, as and where it deems appropriate, deploy Objects obtained from external rental companies. All the provisions in these Product Conditions, the Framework Agreement and the applicable Product Agreement and Annexes that apply to the use of Athlon Objects also apply to the use of a vehicle obtained from an external rental company.

8. Provision

- 8.1** Athlon will provide the Object to the Customer and/or User after the Vehicle Delivery Form is signed by the Customer or User. This takes place at an address agreed with the Customer or User. If the Customer and/or User opts not to sign a Vehicle Delivery Form, because the

Customer and/or User are not present when the Object is provided, for example, the condition of the Object and any damage to it, the odometer reading and time of provision will be determined in a binding manner by Athlon or a third party acting on its behalf.

9. Use

9.1 The Customer undertakes the following:

- a) to exercise due care and diligence in using the Object in the manner prescribed by Athlon, the insurance agency or competent authorities and to ensure the Object is secure against theft, fire and damage;
- b) to abide by all current legal rules and regulations when using the Object; and
- c) to drive, treat and care for the Object in accordance with the instructions and warranty provisions given by the manufacturer.

9.2 In any case, the Customer will not do the following:

- a) use the Object to participate in performance or speed runs or similar events; use the Object to provide driving lessons or participate in a driving proficiency training or course, unless with Athlon's written consent;
- b) transport hazardous and/or explosive substances in the Object, unless the Customer and/or User has the proper permits and qualifications to transport such substances;
- c) lease or sublease the Object or provide the commercial use of the Object to third parties without Athlon's prior written consent;
- d) pledge the Object or in any other way encumber it;

- e) leave the keys or any other means of opening the Object in the Object or leave it without security, fill it up with the wrong fuel or leave on any energy consuming devices;
- f) take the Object outside the area covered by the insurance (as indicated on the international motor insurance card (*Groene Kaart* (green insurance card)), without Athlon's written consent.

9.3 The Customer bears the costs that are not reimbursed by the insurance agency as referred to in Article 14 Insurance or that are not covered as referred to in Article 15 Bodywork risk allocation and recovery service and that in Athlon's opinion are the result of incorrect or careless use of the Object.

9.4 If the Customer is unable to use part of the Object or is unable to use it at all, this is at the risk and expense of the Customer. The Customer remains obligated to pay the Rental Rate.

9.5 If the Object is to be used outside the Netherlands for more than one month consecutively, the Customer must obtain prior written consent for this from Athlon. In that case, Athlon may impose restrictions or conditions.

9.6 If the technology referred to in Article 22 is used to assess whether the Object is being used in accordance with this Article, the data then obtained by means of this technology will be considered binding proof between the Parties.



10. Maintenance and repair

- 10.1** The Customer will maintain the Object according to the maintenance and use instructions given by the manufacturer and/or Athlon and will follow any directions and instructions given by Athlon and/or the supplier.
- 10.2** The Customer will provide proper maintenance, recovery or replacement of parts and will ensure timely execution of major maintenance service (as established by the manufacturer) and the legal inspections (where possible combined with the major maintenance service).
- 10.3** The Customer will have the maintenance and repair work carried out by a repairer allocated by Athlon.
- 10.4** Athlon bears the costs for maintenance, repair and replacement of parts and tyres, if these are connected to correct use of the Object and Athlon has given its prior consent. Otherwise the costs are borne by the Customer. Costs for embellishment and/or expansions, such as a map update for the navigation system, are for the Customer.
- 10.5** If in the case of an emergency any maintenance and/or repair work is required to the Object outside the Netherlands, the Customer will be responsible for those costs. If the Customer demonstrates that the repair work was necessary, Athlon will reimburse these costs, but only if the Customer sends Athlon the original invoices made out in Athlon's name. The Customer can

charge the costs to Athlon, using the expenses claim form provided for that purpose.

- 10.6** The following costs are for the Customer in any case:
- a) costs for fuel, garage fees, interim oil refills, AdBlue, windscreen wiper fluid, cooling fluid and washing and polishing;
 - b) costs for repair and maintenance to parts of the Object that are not included in the Rental Rate;
 - c) costs incurred because of the fault or carelessness/negligence of the Customer and/or of the persons for which he is responsible;
 - d) costs for premature replacement of tyres as a result of torn canvas, running in or excess wear, to be determined by Athlon based on the performance delivered compared with the average performance.
- 10.7** After repair, the Object will be picked up immediately by the Customer from the maintenance or repair address, failing which Athlon may charge costs to the Customer.
- 10.8** Athlon is entitled to have an investigation into the cause of any necessary repairs conducted by an independent loss adjustment agency. The outcome of that investigation is binding on both Parties. The costs for the investigation are for the Party ruled against.

11. Replacement vehicle and assistance

- 11.1** The following webpage contains information explaining when and under which circumstances the Customer is entitled to a replacement vehicle and assistance:

<https://www.athlon.com/nl/productvoorwaarden-flex/vervangend-vervoer-en-assistentie>.

12. Special provisions regarding electric transport

- 12.1** If the Customer rents a fully electrically powered Object, the following additional conditions will apply:

- a) Should the Object come to a standstill due to an empty battery, all related costs, including the towing away of the Object are to be borne by the Customer.
- b) The Customer reserves the right to replacement transport and assistance as indicated in Article 11, on the understanding that Athlon will be entitled to make a replacement object available to the Customer which, at the discretion of Athlon, is electrically powered or has a combustion engine.
- c) All other costs relating to the rental of an electric Object, such as costs for installing, purchasing

and maintaining a charging station are payable by the Customer, unless agreed otherwise between the Parties.

- 12.2** If the electric Object is a bicycle, all the additional conditions apply - with the exception of the "General conditions for the Private Lease Bicycle" - which can be found on the following web page: <https://www.leasefiets.nl/zo-werkt-het/documenten>.

13. Damage

- 13.1** The Customer is obliged to report every incident of damage to Athlon as soon as possible, but in any case within 24 hours. This has to be done by means of completing a European accident statement and sending it to Athlon. The Customer will not express any opinions about who is to blame.
- 13.2** The Customer bears the costs of all damage to the Object and corresponding accessories and of all damage that occurred as a result of the use of the Object and the Customer indemnifies Athlon against all third-party claims for damage, unless the damage is reimbursed by an insurance agency as referred to in Article 14 Insurance or unless it is covered as referred to in Article 15 Bodywork risk allocation and recovery service.
- 13.3** If the accident resulted in physical injury or third parties are involved, the Customer is obliged to ensure that a competent authority writes up an official report and/or takes such measures so that the insurer is able to assess the damage and loss on that basis. In the event of a unilateral accident, the Customer is obliged to report the accident immediately to the Athlon Driver Desk (<https://www.athlon.com/nl/zakelijk/uw-leaseauto/rijden/driver-desk>).
- 13.4** In the case of a criminal offence, such as (attempted) theft of or from the Object, parking damage by an unknown other party, damage by vandalism or joyriding, etc., the Customer is obliged to notify the police immediately but no later than within 24 hours and to send Athlon within 48 hours after a criminal offence such as (attempted) theft of or from the Object, parking damage by an unknown other party, damage by

vandalism, or joyriding etc. a copy of the official police report.

- 13.5** The Customer is obliged to follow the instructions given by or on behalf of Athlon to have the damage repaired.
- 13.6** The Customer is liable for any loss or damage ensuing from his failure to comply with any obligation of whatever nature. In that case, Athlon will not compensate the costs connected with the repairs or provide a replacement vehicle.



14. Insurance

- 14.1** Athlon will take out Civil Liability Insurance for Motor Vehicles for risk caused by or with the Object. Athlon will arrange for passenger insurance, to be included in the Rental Rate. The Customer can choose, as an optional additional service, to take out driver and passenger insurance for the Object with Athlon. Driver and passenger insurance is not included in the standard Rental Rate.
- 14.2** The Customer is liable for a deductible per insured loss event, as referred to in the Product Agreement. Athlon is entitled to amend the deductible, stating reasons.
- 14.3** If the terms for insurance or cover change, these amended terms will apply to the Customer. The most recent version of the terms can be found at: <https://www.athlon.com/nl/productvoorwaarden-lease/verzekerings-en-dekkingsvoorwaarden>. Athlon will pass on all changes to the terms for insurance or cover to the Customer. At the Customer's request, Athlon will send the most recent terms for insurance and cover. The Customer is obligated to make the most

recent version of the terms for insurance and cover available to the User.

- 14.4** Athlon may only switch insurance company without the Customer's consent if the terms and conditions for insurance and cover are at least equal, in Athlon's opinion.
- 14.5** The Customer is obliged to follow all instructions given by or on behalf of Athlon and to comply with all the obligations arising from the terms for insurance and cover.

15. Bodywork risk allocation and recovery service

- 15.1** Athlon bears the risk for any bodywork damage to the Object caused by one or more external events, according to the component Risk Allocation Bodywork Damage of the terms for insurance and cover.
- 15.2** The Customer is liable for a deductible per insured loss event, as referred to in the Product Agreement. Athlon is entitled to amend the amount of the deductible, stating reasons.
- 15.3** Athlon makes the effort to claim the bodywork damage caused by a third party in accordance with the relevant

provisions in the 'Recovery Service Conditions' section from the applicable terms for insurance and cover. Athlon will repay the Customer the deductible paid if the entire bodywork loss amount is recovered.

- 15.4** If the Risk Allocation Bodywork Damage Conditions and/or the Recovery Service Conditions referred to in the terms for insurance and cover change, these amended terms will apply.

16. Seizure

- 16.1** If third parties wish to exercise rights or take measures regarding the Object, the Customer will immediately inform them that the Object is the property of Athlon.
- 16.2** If the Customer has lost actual control over an Object, the Customer will inform Athlon within 24 hours and if necessary take measures to protect Athlon's property rights. Athlon may take all measures it considers necessary, including on behalf of the Customer, for

which purpose the Customer hereby authorises Athlon. The costs of these measures are for the Customer, unless the reason for these measures can reasonably be attributed to Athlon. The Customer will pay these costs to Athlon directly.

- 16.3** If a seizure cannot be undone or if the Object is confiscated, the Customer is obliged to report this and compensate Athlon for all resulting loss.

17. Fines and decisions

- 17.1** If Athlon is held accountable by an authority or public sector agency for violations of statutory rules or criminal offences committed with the Object, any and all financial consequences shall be for the account of Customer. In those cases, Athlon shall be entitled in these cases to disclose Customer's detail on request.

- 17.2** A fine paid by Athlon will be charged on and if the payment term expires will be increased with a compensation for administrative fees.

- 17.3** The Customer indemnifies Athlon against all claims and fines for violations of legal regulations or criminal offences regarding the condition and/or use of the Object.



18. Termination

18.1 If the Customer fails to return the Object after the end date specified in the Product Agreement has expired, the Rental Period will be extended until such time as Athlon receives the signing-off code and has collected the Object as referred to in Article 19.2. The Rental Period is then converted into an indefinite period, in which case Article 18.5 applies. In addition to the provisions of Article 9.1 and Article 9.2 (Interim termination) of the Framework Agreement, Athlon is entitled to terminate the Product Agreement immediately and without judicial intervention in the following cases:

- a) If the costs for repairing and maintaining the Object, in Athlon's opinion, are excessive or if in Athlon's opinion it is no longer advisable to provide the Object, due to technical faults, serious damage or insufficient operational reliability;
- b) If the insurance company terminates third-party cover for the Object and insufficient cover can be obtained at an insurance rate that is acceptable in Athlon's opinion.
- c) If in Athlon's opinion the risk of bodywork damage can no longer be for Athlon because of the Customer's claims experience;
- d) If Athlon deems this necessary for any other reason;
- e) If the Object is used or suspected of being used for or in criminal acts.

The Customer will return the Object to Athlon within one day after the termination.

18.2 Article 9.2 of the Framework Agreement applies if the cause of the occurrences referred to in Article 18.2 lies within the responsibility or control of the Customer. The amount in compensation referred to in Article 9.3 of the Framework Agreement is determined through recalculation of the Rental Rate on the basis of historical data, the elapsed Rental Period and the kilometres driven. The recalculation is made with retroactive effect from the moment the Object is provided. The total Rental Rates due on the basis of recalculation will be reduced by the amount in Rental Rates that has already been paid.

18.3 No costs will be charged if an order is cancelled up to two working days before the agreed delivery date of the Object. If an order is cancelled within two working days before the agreed delivery date of the Object, the costs for Athlon to deliver and collect the Object will be charged to the Customer.

18.4 All terms remain in force between the Parties until the moment the Object has been returned to Athlon and the Customer has complied with his obligations towards Athlon.

18.5 If a Product Agreement is entered into for an indefinite period, it may be terminated by each of the Parties

subject to one (1) working day's notice with due observance of the provisions of Article 3.2. If a Product Agreement is entered into for a fixed term, premature termination by the Customer will be subject to a cancellation fee to be determined by Athlon.

19. Return

19.1 The Customer returns the Object with all the obligatory accessories fitted during the Rental Period, other accessories and fittings and in the same condition as the Customer received it from Athlon, subject to customary wear and tear, and in accordance with the return instructions that are listed on the following webpage: <https://www.athlon.com/nl/zakelijk/uw-leaseauto/teruggeven/inname/inleverschade>. If (one or more of) the items referred to above are provided by Athlon and are missing upon return of the Object, Athlon will, in a binding decision, assess the amount of loss or damage and charge it to the Customer.

19.2 The Customer is responsible for correctly signing off the Object through the Flex Portal. The end date communicated in the sign-off e-mail sent to the Customer is decisive for the ultimate settlement of the Product Agreement if it is earlier than the time at which the Vehicle Return Report is signed.

19.3 On Return of the Object, a Vehicle Return Report is signed by the Customer and/or User. However, the final and binding damage report and the final odometer reading are only made up and determined at an Athlon location or that of a third party designated by it. If the Customer and/or User opts not to sign a Vehicle Return Report, because the Customer and/or User are not present when the Object is returned, for example, the condition of the Object and any damage to it, the odometer reading and time of return will be determined in a binding manner by Athlon or a third party engaged by it at an Athlon location or a third party location acting on Athlon's behalf.

20. Settlement of kilometres driven

- 20.1** At the end of the Rental Period, Athlon may settle the kilometres driven. Athlon may always settle kilometres in the interim.
- 20.2** Athlon will establish the number of kilometres driven, adding the number of kilometres driven in the replacement vehicle, in the interim, based on the information available. The Customer must provide the odometer reading of the Object at Athlon's first request, failing which Athlon is entitled to estimate the number of kilometres. If Athlon is able to do so, Athlon is entitled to read out data relating to the Object remotely, such as odometer readings.
- 20.3** On return of the Object, the number of kilometres driven will be established based on the odometer in the Object, increased by the number of kilometres driven in the replacement vehicle. The Customer will report any defects to the odometer to Athlon immediately. In the event of a defect in the odometer, Athlon will estimate the number of kilometres driven.
- 20.4** The actual kilometres driven are settled based on the agreed price per kilometre. This settlement will take into account any provisional settlement of kilometres driven and interim amendments of the Product Agreement.

21. Credit Registration Office (Bureau Krediet Registratie)

- 21.1** Athlon is registered with the Dutch Credit Registration Office (Bureau Krediet Registratie, "BKR"). If the Customer is a natural person who conducts a profession or business, this has the consequence for the Customer that Athlon:
- Requests the Customer's details from BKR if the Customer submits an application to Athlon;
 - Informs BKR if the Customer enters into the Product Agreement with Athlon;
 - Informs BKR if the Customer is in arrears with payments by 60 days or more.

22. Personal data and Telematica

- 22.1** When personal data are exchanged between the Parties in the context of the Product Agreement, Athlon is the controller for the personal data processed by Athlon and the Customer is the controller for the personal data processed by the Customer.
- 22.2** All Athlon's Objects are or may be equipped with a Telematica solution. Athlon obtains vehicle-related and vehicle-use related information. Athlon reserves the right to use and analyse these data, also to ensure that the vehicle is being used properly and in accordance with the Product Agreement.



23. Amendments

- 23.1** These Product Conditions may be amended unilaterally by Athlon if, in its opinion, it is obliged to do so by legislation or regulations. Athlon will inform the Customer about any amendment in writing.
- 23.2** If these Product Conditions are amended other than by legal regulation, the Customer may object in writing within fourteen days of receiving the amended conditions. Athlon will inform the Customer in writing each time of any amendments, stating reasons.
- 23.3** If the Customer objects within the prescribed term, the unaltered conditions remain applicable to the current Product Agreements. The amended conditions will apply to new Product Agreements.

Annex I: Athlon Flex's Terms and Conditions of Use

Welcome to Athlon Flex, the flexible solution for business mobility. In summary, the fifteen practical conditions that apply to Athlon Flex:

1. Your Employer has selected Athlon Flex to provide for your business mobility. They determined your budget and requested us to invite you to access your personal Athlon Flex environment. The Athlon Flex budget may be used for a car or an e-Bike. And that's not all. You can also purchase your public transport tickets for business trips.
2. The basis of our services is flexibility. If you want, you can choose another car each month within your budget. This way, you always drive a car that suits you.
3. We deliver the cars, fully washed and vacuumed, to any location in the Netherlands specified by you. When collecting the car again, we expect it to also have been washed and vacuumed.
4. The cars on the Athlon Flex platform are leased by Athlon including the necessary insurance, third-party liability, vehicle damage cover, PAI and legal expenses insurance.
5. You Employer will be charged Excess for any non-claimable damage. What is damage exactly? We believe there should be no difference of opinion on that question. We avoid such difference of opinion in two ways:
 1. Using damage detection: anyone knows in advance what is and what is not considered damage (<https://www.athlon.com/nl/nl-nl/zakelijk/uw-leaseauto/teruggeven/inname/schademeter>)
 2. When exchanging cars, it will be inspected for damage on the spot together with you. You will receive an inspection report directly on site.
6. All costs incurred by us will be settled with your Employer, except for fines. If you receive a fine, Athlon will send you an e-mail containing a link to an iDeal payment request. It is as simple as that. Be sure to pay in time, otherwise we will have to charge your Employer for the fine.
7. We assume that you schedule any maintenance timely. The date or odometer reading can be found in the service booklet in the car or in the car's driver information system. You can make use of the repairer's pick-up and delivery service, which will help you save time. This link refers you to the repairers and enables you to easily schedule an appointment for servicing <https://www.athlon.com/nl/nl-nl/zakelijk/uw-leaseauto/rijden/service-center/afspraak-maken>. You are expected to make the servicing appointment within two weeks up to the specified date or odometer reading.
8. Should you unexpectedly need a replacement car, you will be given one directly. In the case of a replacement vehicle abroad, you will be able to get a replacement vehicle if the repair work takes more than 24 hours.
9. Athlon Flex decides on the offer of cars. In order to optimise the use of the car, we may ask you to exchange the car. Of course, we will then provide you with a good alternative. We will agree on the exchange with you.
10. We kindly request you to refrain from smoking in the car, also on behalf of the next driver. Otherwise, we need to charge for the cleaning costs.
11. Anyone in the Netherlands with a valid driving licence and authorisation to drive, may drive the car. Please note: your Employer's lease scheme may contain different agreements about who is allowed to drive the car. If such different agreements are in place, those then apply.
12. As indicated earlier, you may also choose an e-Bike (VanMoof) in the Flex Portal. Athlon leases these e-Bikes from Friesland Lease. The starting point for an e-Bike is that you intend to use it for a minimum of six months. All associated costs, such as insurance, amortisation and maintenance are included in the monthly amount. Please make sure to get an additional approved padlock for the e-Bike. Check the insurance conditions at: <https://www.leasefiets.nl/zo-werkt-het/documenten>
13. On behalf of your Employer, we may request you to return the car and/or e-Bike. For example, on the last day of your employment. No additional costs are charged for returning the car.
14. For business trips, you can buy a public transport ticket via the Tranzer app, which is available in the Athlon Flex app. In the Tranzer app, you can create an account and link your Multi Tank Card as a means of payment. Please note that only business trips are allowed to be settled in this way, private trips are not. The car is stationary at the time of travelling by public transport.
15. The use of Athlon Flex is subject to Athlon's Privacy Statement, which can be found in the Flex Portal under 'Other' and then choose Privacy Statement.

Enjoy many safe kilometres!

