

# General Terms and Conditions



**GENERAL:** LOUYET SA, is a public limited company incorporated and existing under the laws of Belgium, having its registered office at Rue de Mons 80, 6000 Charleroi and registered with the Crossroads Bank for Enterprises under number 0471.397.135. The Lessee is any company or person who leases a vehicle from LOUYET SA or one of its subsidiaries as specified on the contract and who is liable to LOUYET SA. The Driver is any person who actually drives the vehicle and is related to the Lessee. These General Terms and Conditions apply to Lease Contracts issued by the LOUYET SA subsidiaries listed below and referred to in this document as LOUYET GROUP:

- SA LOUYET BRUSSELS: Chaussée de Louvain 864 - 1140 Evere, BCE: BE 0758.619.479 (registered office)
- SA LOUYET AUTOMOTIVE SOUTH: Rue de Mons, 80 - 6000 Charleroi, BCE: BE 0757.976.014 (registered office)
  - Louyet - Charleroi (place of business) Rue de Mons, 80 - 6000 Charleroi
  - Louyet - La Louvière (place of business) Rue de la Déportation, 61 7100 Haine-Saint-Paul
  - Louyet - Sambreville (place of business) Rue Bois Sainte Marie, 180 - 7060 Sambreville (Auvélais)
  - Louyet - Mons (place of business): Rue des Sandrinettes, 48 - 7033 Mons (Cuesmes)
- SA LOUYET WATERLOO: Chaussée de Bruxelles 54 - 1410 Waterloo, BCE: BE 0435.448.143 (registered office)
- SA LOUYET WAVRE: Rue Cerisier d'Haine 50 - 1301 Wavre, BCE: BE 0417.450.584 (registered office)
- SA LOUYET OVERIJSE: Brusselsesteenweg 403 - 3090 Overijse, BCE: BE 0426.387.353 (registered office)
- SA LOUYET AUTOMOTIVE NORTH: Bergensesteenweg 720 - 1600 Sint-Pieters-Leeuw, BCE: BE 0479.004.608 (registered office)
- SA LOUYET RENT: Brusselsesteenweg 403 - 3090 Overijse, BCE: BE 0764.387.021 (registered office)

**Article 1 – Date and Duration:** The Lease Contract and these Terms and Conditions take effect at the point that the vehicle is made available. The date and place of availability are agreed with the Lessee. If the Lessee does not take possession of the vehicle on the agreed date, that date will nevertheless be the date from which the Lease Contract takes effect. The duration of this Lease Contract may be reduced by the Lessee by giving five working days' notice before the desired return date. If not, additional charges may apply if the contract is terminated early. LOUYET GROUP may unilaterally terminate the Lease Contract with five working days' notice. LOUYET GROUP undertakes to offer an alternative Lease Contract as close as possible to the conditions at the time of notification of cancellation. The right to use the vehicle ends depending on which event occurs first: (1) at the end of the Lease Contract; (2) on the date of the declaration of theft, if the vehicle is not recovered within 30 days; (3) if the vehicle is involved in an accident and is declared a total loss, on the date of the Lessee's claims report to LOUYET GROUP; (4) if the contract is terminated for any reason whatsoever.

**Article 2 – Pricing and Payment:** Rental rates are set on a daily basis and invoiced monthly. The Lessee is liable for the Lease Fee from the date the vehicle is made available. The fact that the vehicle may for any reason whatsoever not be usable will not affect the Lessee's payment obligations towards LOUYET GROUP. The date on which the vehicle is actually returned determines the number of days of lease effectively billed, regardless of the date of return initially stipulated in the Lease Contract.

**Article 2.1 – Payment Terms:** Any delay in payment will automatically and without formal notice result in the application of late payment interest equal to the interest stipulated in the law of 2 August 2002 and the payment of a fixed penalty of 15% of the outstanding balance, with a minimum of €125. Failure to pay a due invoice or to respect one of the clauses of the contract authorises LOUYET GROUP to immediately and automatically terminate the contract to the detriment of the Lessee. If LOUYET GROUP remains in default of paying a sum which it owes to a Lessee, it will be liable for a fixed indemnity equal to 15% of this sum. The above provision applies without prejudice to LOUYET GROUP's right to prove the damage actually suffered and to claim compensation.

If the Lessee is a consumer within the meaning of Article 1.1(2) of the Code of Economic Law, any delay in payment will result in the sending of a formal notice in the form of a first reminder. In the event of partial or complete failure to pay and once a period of 15 days have passed, the Lessee will be liable for late payment interest equal to the interest provided for in Article XIX.4 as well as compensation equivalent to: a) €20 if the amount outstanding is less than or equal to €150; b) €30 plus 10% of the amount outstanding on the portion between €150.01 and €500 if the amount outstanding is between €150.01 and €500; c) €65 plus 5% of the amount outstanding on the portion greater than €500 with a maximum of €2,000 if the amount outstanding is greater than €500. These amounts are subject to indexation. Any additional reminder sent to the Lessee will incur administrative costs equivalent to €7.50 per reminder, in addition to the cost of postage. If LOUYET GROUP remains in default of paying a sum that it owes to a Lessee, it will be liable for a fixed indemnity of the same order. The above provision applies without prejudice to LOUYET GROUP's right to prove the damage actually suffered and to claim compensation.

**Article 3 – Termination of the Contract:** If one of the Parties commits an infringement of one of the provisions of the Lease Contract, the other Party has the right to terminate the Lease Contract with immediate effect without compensation and without judicial intervention at the expense of the defaulting Party following a formal notice describing the infringement and sent to the other Party by registered post. In the following cases, without this list being exhaustive, the Lessee is entitled to dissolve the Rental Contract without judicial intervention at the expense of the Lessee, the related costs being the responsibility of the Lessee: (1) if the Lessee fails to comply with its obligations under these General Terms and Conditions or under a Rental Agreement, or under the applicable laws and regulations, and if the Lessee does not respond favourably to a formal notice to this effect within seven days; (2) in the event of non-payment or late payment of two Lease Fees by the Lessee and/or in the event of revocation of the direct debit; (3) in the event of bankruptcy or manifest insolvency, judicial reorganisation, cessation of payments and/or application for deferment of payment; in the event of creditors' composition proceedings; in the event of the death, dissolution or liquidation of the Lessee; (3) in the event of the Lessee ceasing to own property, ceasing all or part of its business activities, transferring these General Terms and Conditions or a Lease Contract, or moving to another country; (4) in the event that the Lessee uses the vehicle or causes it to be used for purposes other than those for which it is intended. In the above cases, the Lessee shall pay a termination fee equal to the fee defined in Article 2.1. Following termination, for any reason whatsoever, of the Lease Contract, the Lessee immediately loses the right to use the vehicle and is required to return the vehicle to the Lessee within 24 hours of notification by registered letter.

**Article 4 – Use of the vehicle:** The Lessee undertakes to return the vehicle in the same state of cleanliness and with the same amount of fuel as when it was made available; if this is not the case, the Lessee explicitly agrees to bear the costs for cleaning and/or refuelling. Cleaning and fuel costs are included in the Lease Contract. The Lessee undertakes to make the vehicle available solely to the driver specified in the contract, hereinafter and above referred to as the "Driver". The Lessee shall ensure that the following clauses are complied with and shall inform the driver accordingly: (1) the Driver undertakes to use the vehicle responsibly, to comply with the law and the highway code, to ensure their own safety and not to make the vehicle available to third parties; (2) the Driver is at least 23 years and 1 day old; (3) the Driver has never had their driving licence revoked prior to signing the Lease Contract; (4) the Driver will not use the vehicle outside the European Union; (5) the Driver has held a valid driving licence for at least 1 year and 1 day; (6) the Driver undertakes not to use the vehicle in any (sporting) competitions, rallies, races or comparable activities; (7) the Driver will not transport explosive, dangerous or toxic materials or animals in the vehicle; (8) the Driver is not authorised to sublease the vehicle; (10) the Driver is not authorised to allow any other person to drive the vehicle without the prior written agreement of LOUYET GROUP; (10) the Driver declares that they are perfectly capable of driving and that the identity card and driving licence presented are original, official and valid documents; (11) the Driver renounces all recourse against LOUYET GROUP in the event of accidents in which they and the occupants of the vehicle could be victims. They also undertake to guarantee LOUYET GROUP against any recourse which, in a general way, could be directed against them by third parties; (12) the Driver is solely responsible for any penalty issued against him during the period the vehicle is at his disposal and for any consequences that may result therefrom. Any fine of any kind, parking or failure to comply with the highway code, will be passed on to the Driver, who must pay it; (13) the Driver undertakes to comply with the maintenance deadlines indicated by the vehicle's on-board computer; (14) the Driver must comply with the ban on smoking in the vehicle. Failure to comply with the clauses mentioned above will result in LOUYET GROUP invoicing additional costs mentioned on the Lease Contract.

**Article 5 – Returning the Vehicle:** Whatever the reason for returning the vehicle, the Lessee undertakes to return the vehicle to the Lessor no later than on the last day of the Lease Period/Lease Contract and to the address provided by the Lessor. If the vehicle has not been returned on the date agreed when the contract was signed or if an invoice due to LOUYET GROUP remains unpaid for more than 15 days, LOUYET GROUP reserves the right to recover the vehicle at any time and any place. The Lessee undertakes to return the vehicle to the location specified in the Lease Contract. If the Lessee returns the vehicle to a location other than that stipulated in the contract, LOUYET GROUP reserves the right to invoice a fixed amount equal to €50 for additional costs. In the event of non-return of the vehicle, the Lessee is obliged, from the cancellation or end date of the Lease Contract until the actual return of the vehicle, to compensate the Lessor for the loss of use suffered by the latter, for the period from the cancellation until the actual return of the vehicle. Any compensation for loss of use is equal to the Lease Fee for the vehicle. If the vehicle is returned outside LOUYET GROUP's office hours or if the Lessee does not carry out an inspection of the vehicle, LOUYET GROUP will draw up an inventory of fixtures indicating that the Lessee and/or the Driver implicitly recognise that they are responsible for the damage noted during the inspection of the vehicle. However, the inventory of fixtures will be communicated to the Lessee and/or the Driver for the purposes of a joint assessment, but in the absence of a reaction within five working days, the Lessee/Driver is deemed to accept the inventory of fixtures as prepared.

**Article 6 – Expenses Related to the Use of the Vehicle:** Any expenses relating to the use of the vehicle will be borne exclusively by the Lessee (in particular fuel costs, parking charges, punctures, etc.) but not periodic maintenance. A replacement vehicle will not be provided if the vehicle is unavailable for servicing or for any repairs to damage that may have occurred during the term of the Lease Contract concerned.

**Article 7 – Ownership of the Vehicle:** The Lessee acknowledges that they are the sole user of the vehicle and that LOUYET GROUP is the sole owner. As such, the Lessee is not authorised to do anything which could constitute a violation of the LOUYET GROUP's property rights. The Lessee and the Driver expressly acknowledge that the vehicle may not be used as security or subject to seizure or enforcement measure taken against them. The Lessee must always refuse any such measures and must immediately inform LOUYET GROUP that such a situation may occur. This contract is strictly personal. The Lessee is not authorised to sublease the vehicle or transfer the contract to a third party. The Lessee is not authorised to allow any other person to drive the vehicle without the prior written agreement of LOUYET GROUP.

**Article 8 – Registration Plate and On-Board Documents:** LOUYET GROUP affirms that all the necessary documents are supplied with the vehicle, as well as the registration certificate and compulsory equipment (hazard triangle, fire extinguisher, first aid kit and reflective vest). The Lessee undertakes to return them when the vehicle is returned. The registration plates are the property of LOUYET GROUP and can under no circumstances be used on another vehicle. LOUYET GROUP cannot be held responsible for any civil or penal liability whatsoever in the event of use contrary

to the law. In the event of loss of these documents and/or keys, the Lessee will immediately inform LOUYET GROUP, who will take all measures to obtain duplicates. The costs of these, plus any administrative costs, will be invoiced to the Lessee

**Article 9 – Damage and Excess:** The Lessee declares and accepts that they remain entirely responsible to LOUYET GROUP for any damage, theft or fire to the rented vehicle. The Tenant must notify LOUYET GROUP in writing of any damage not mentioned on the final inspection within 24 hours of noticing it. When returning the vehicle, the Lessee undertakes to declare spontaneously any damage caused or any anomaly noted. If, when the vehicle is returned to LOUYET GROUP, it is found that the vehicle has suffered any damage whatsoever which was not present when the vehicle was made available, even if it is not the result of a lack of care or negligence on the part of the Lessee, the Lessee will bear the cost of repairs. The Lessee declares that they remain entirely responsible for any material damage, theft or fire that may occur to the vehicle from the point of view of civil liability. An excess defined in the Lease Contract will be demanded as of right in the event of any damage whatsoever and reimbursed to the Lessee when it is proven that they are not at fault. LOUYET GROUP reserves the right to note and recover any form of inappropriate use or damage until the end of the working day following the return of the vehicle.

**Article 10 – Insurance:** The vehicle is insured for third-party liability, property damage, defence and theft. Personal injury is not covered for Drivers who are at fault in an accident and are not considered to be vulnerable road users. The territorial scope of insurance cover is limited to the countries listed on the insurance card. In the following cases, LOUYET GROUP reserves the right to adjust the amount of the excess, to exclude certain risks and to exercise full recourse against the Lessee: (1) in the event of a false declaration or withholding of information when the Lease Contract is concluded (for example concerning previous claims caused by another driver); (2) in the event of a claim occurring when one of the essential risk parameters has been modified and solely as a result of this modification, as long as this modification has not been notified to and approved by LOUYET GROUP; (3) when the vehicle concerned is subject to the regulations of the technical inspection, for any loss or damage occurring when the vehicle is not or is no longer in possession of a valid inspection certificate, except during the normal journey to the first inspection or after the issue of a red certificate, to the repairer and then to the inspection body after repair. However, the right of recourse may not be exercised if the Lessee proves that there is no causal link between the condition of the vehicle and the damage; (4) in the event of suspension for non-payment of the Lease; (5) in the event of failure to notify damage within 24 hours of its occurrence; (6) if, at the time of the occurrence of the damage, the vehicle is being driven by a person who does not comply with the conditions prescribed by Belgian law and the regulations allowing the driving of a vehicle, such as (8) if the damage is caused by a person who is not authorised to drive the vehicle concerned; (9) if the damage is caused intentionally or is the result of negligence on the part of the Lessee; (10) if the damage occurs while the Driver is under the influence of alcohol, or has committed a breach of the applicable legal requirements, or is under the influence of substances or medicines that impair his reflexes, unless he can prove that there is no causal link between his condition and the damage; (12) in the event of theft or damage caused by members of the family or employees of the Lessee or the driver or by the Lessee or the driver or by accomplices; (13) in the event of theft the Lessee or any driver identified in the Rental Contract is obliged to declare the theft at the latest within 2 working days of its discovery to the competent legal authorities or the police and to communicate the references (ticket number) directly to LOUYET GROUP in writing; (14) if the vehicle was not locked or if the anti-theft or alarm system was deactivated at the time of the theft, or if all the keys made available cannot be presented; (15) in the event of damage occurring when the vehicle concerned is requisitioned, regardless of the manner in which the requisition was carried out; (16) in the event of damage occurring on the occasion of war or civil unrest in which the Lessee is involved; (17) in the event of damage to parts of the vehicle caused by manifestly poor maintenance of these parts; (18) in the event of damage caused by the transport and/or loading/unloading of objects or resulting from the weight of the load transported by the vehicle; (19) in the event of damage to tyres, unless this occurs as a result of other damage covered; (20) in the event of damage caused by a tidal wave; (21) in the event of damage caused when the vehicle is sublet; (22) if there are several claims during the same calendar year, the costs of which cannot be passed on to a third party, LOUYET GROUP reserves the right to adjust the amount of the excess on the basis of objective criteria such as the number of claims or the nature and extent of the damage; (23) in the event of aggravation of existing damage or the occurrence of additional damage, for example to the engine, following continued driving after an accident, LOUYET GROUP reserves the right to terminate the Lease Contract for one or more vehicles.

**Article 11 – Penalties and Fines:** LOUYET GROUP will contest any official report as soon as it is received in the name of the Driver or, if applicable, in the name of the Lessee. If it is not possible to contest the fines received, they will be passed on to the Driver or, where applicable, the Lessee. The Lessee is solely responsible for any parking fines billed to them for the period during which the vehicle is made available to their and for any consequences that may result. LOUYET GROUP will invoice the Lessee for administrative costs, the amount of which is stipulated on the contract, for the handling of any fines or reminders. In the event of the Lessee being wound up or subject to liquidation, judicial reorganisation or bankruptcy, the Lessee's manager or (delegated) administrator shall be personally liable for payment of the aforementioned amounts. If a change in the identity of the manager or administrator (delegate) takes place after the signature of these General Terms Conditions, the LOUYET GROUP reserves the right to claim payment from the consecutive managers or administrators (delegates). An administrative fee will be charged for this.

**Article 12 – Joint and Several Liability:** If more than one person or legal entity is designated as a Lessee, all such persons or legal entities shall be jointly and severally liable to comply with all the commitments arising from these General Terms and Conditions and the Lease Agreements.

**Article 13 – Jurisdiction:** This contract is subject to Belgian law. Any dispute relating to the interpretation or execution of this present contract will be submitted to the jurisdiction of the judicial district of LOUYET GROUP's registered office.

**Article 14 – Miscellaneous:** If any provision of these General Terms and Conditions or of a Lease Contract is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect and the Parties shall replace such invalid, void or unenforceable provision with a provision that most closely approximates the actual intent of the Parties.