



### 1. Liability

Each party named as Client who has signed the Agreement as such is jointly, severally and fully liable to JLR FINANCIAL SERVICES for all obligations under this Agreement.

### 2. Payments

Payments must be made by direct debit, for which a revocable proxy is granted by the Client or by transfer to the (Post) bank account. Payments to third parties without written permission from JLR FINANCIAL SERVICES are not considered as payment. Subject to proof to the contrary, the balance recorded in the books of JLR FINANCIAL SERVICES shall be binding. Early payment of instalments is allowed, subject to the provisions set forth in Art. 4 of these Terms and Conditions.

### 3. Direct debit

The Client can authorise JLR FINANCIAL SERVICES to debit the monthly payment from his account using the account number he has provided for that purpose. Withdrawal of the authorisation must be notified in writing to JLR FINANCIAL SERVICES. JLR Financial Services is not obliged to continue debiting payments if one or more payment reversals have taken place. The authorisation will expire automatically when all obligations under this Agreement have been fulfilled.

### 4. Early repayment

The Client is entitled to make early repayments. In the event of full early repayment, the Client shall be liable to pay the remaining credit sum plus 5% of the credit sum if less than 3/5th of the term has expired. If more than 3/5th of the term has expired, no fee will be due on early redemption. In the event of partial early repayment, the instalment amount will not be subject to adjustment. Partial early repayment shall not release the Client from his obligation to pay the agreed instalment amount on the due date.

### 5. Late payment fee

In the event of late payment, the Client shall be liable to pay a late payment fee of 1.33% per month on overdue instalment amounts that have not been paid in full or on time, whereby part of a month shall count as a whole month. Where JLR FINANCIAL SERVICES permits a deferral of payment, this shall not in any way affect or impair its rights. Once the claim becomes enforceable, the Client shall be liable to pay a late payment fee on the entire balance due.

### 6. Retention of title

JLR FINANCIAL SERVICES shall retain full ownership of the property until the Client has made all payments under the Agreement. The reserved ownership of the property will be transferred by operation of law to the Client when the Client has fulfilled all of the obligations it has vis-a-vis JLR FINANCIAL SERVICES under this Agreement.

### 7. Indemnification

JLR FINANCIAL SERVICES shall not be liable for any warranty or indemnity vis-a-vis the Client or third parties and is not liable for any damage that has arisen as a result of the delivery or use of the property. All resulting consequences shall be borne in full by the Client, who hereby indemnifies and holds JLR FINANCIAL SERVICES harmless against any such consequences.

### 8. Risk

The Client shall bear the risk of loss of or damage to the property as of the time that this Agreement has been signed. Where the property is wholly or partially lost, whether or not due to gross negligence or wilful misconduct on the part of the Client, the Client shall remain liable for the full payment of all amounts due under this Agreement.

### 9. Use of the property

The Client is obliged to maintain the property in good condition at his own expense and to use it for the purpose intended; he must at all times ensure that the property remains in his possession and to do all that is required to prevent its loss; he may not dispose of or pledge the property. In the event of seizure or third-party claims to the property, the Client shall present his copy of this Agreement as conclusive proof of ownership rights of JLR FINANCIAL SERVICES. The Client shall inform JLR FINANCIAL SERVICES of such seizure or claims without delay. The Client warrants and represents that he will take out sufficient insurance cover for the property from a company of his own choosing and shall use any damages that he may receive for the repair or

replacement of the property. JLR FINANCIAL SERVICES has a lien on the claim to replace the property. This lien shall terminate if the Client provides alternative security of equal value or if he has fulfilled vis-a-vis JLR FINANCIAL SERVICES all his obligations under this Agreement.

### 10. Taxes

The Client is liable for all costs, including registration costs, taxes, etc., which are associated with the use of the property.

### 11. Payment enforceability

In all of the following cases JLR FINANCIAL SERVICES shall have the right to demand immediate payment of all receivables from the Client, immediately terminate the Agreement and/or take possession of the property without prejudice to his right to demand full compensation of costs, damages and interest, and without prejudice to his right to demand dissolution or fulfilment of the Agreement, if:

- a) The Client fails to pay one or more instalments;
- b) The Client has moved to an area outside the Netherlands or that it can be reasonably assumed that the Client will be permanently leaving the Netherlands within a few months;
- c) The Client has misappropriated the security-insured property, the property has sustained damage not covered by insurance, or the insurance policy is terminated or the property is seized by third parties;
- d) The Client applies for suspension of payment, is declared bankrupt, is placed under guardianship or becomes the subject of debt rescheduling measures; he sells, shuts down or liquidates his business or if this Agreement is entered into by a legal entity and this legal entity is dissolved;
- e) The Client is deceased and JLR FINANCIAL SERVICES has reasonable grounds to believe that the payment of the balance due under this Agreement will not be made (subject to the provisions regarding debt forgiveness at death);
- f) The Client, with a view to entering into this Agreement, has deliberately provided such incorrect information that JLR FINANCIAL SERVICES would not have entered into the agreement, or at least would not have done so under the same terms and conditions, had they had the correct information in their possession.

In the event of payment enforceability, the Client shall be required to pay JLR FINANCIAL SERVICES the total amount due under this Agreement, plus the late payment fee and, where a notice of default has been served, the out-of-court costs amounting to no more than 15% of the principal sum at the time of enforceability, whereby the maximum collection fees will be charged insofar as this is legally permitted, given the credit amount and insofar as the law does not prohibit this.

### 12. Recovery of the property

In the cases referred to in Art. 11, JLR FINANCIAL SERVICES shall have the right to recover the property. Unless agreed otherwise, release of the property shall result in termination of the Agreement.

### 13. Amendments

Any amendments to this Agreement shall only be effective if accepted in writing by JLR FINANCIAL SERVICES.

### 14. Multiple obligations

Where there is more than one agreement in existence between JLR FINANCIAL SERVICES and the Client, JLR FINANCIAL SERVICES shall, as security for payment, retain the title to all the properties referred to in the agreements until the obligations under the agreements have been fulfilled. Any shortcoming on the part of the Client in the fulfilment of his obligations under any of the agreements shall be considered a shortcoming on the part of the Client in the fulfilment of his obligations under the other agreements.

### 15. Change of address

The Client shall be required to immediately report all changes of address in writing to JLR FINANCIAL SERVICES.

### 16. Supplier acknowledgements

Supplier guarantees the accuracy of the information regarding the Client and the property as stated in the Agreement. Supplier hereby acknowledges that the Client(s) has/(have) personally placed his/(their) signature(s) on this Agreement and that he shall assume all the obligations which the Client would ordinarily bear in cash sales.



#### 17. Client Records

The Client hereby acknowledges that he is aware that JLR FINANCIAL SERVICES records the information relating to this Agreement in its Client Records and - if so required pursuant to statutory provisions - with the Credit Registration Office (BKR) in Tiel.

#### 18. Domicile

In the event of disputes over the interpretation or enforcement of any article in this Agreement or any subsequent agreements arising out of this Agreement, and in the event that the dispute results in litigation, the principal place of business of JLR FINANCIAL SERVICES or a location determined by JLR FINANCIAL SERVICES shall be chosen as the domicile.

#### 19. Personal information

JLR FINANCIAL SERVICES shall treat your personal information with care and use it in a manner consistent with the Data Protection Act. JLR FINANCIAL SERVICES processes the personal information you provide to us, such as name, address and any other information it receives about you for the purpose of receiving our services. JLR FINANCIAL SERVICES processes your personal information as required for your loan, for the business activities of our organisation, or if JLR Financial Services is required to do so by law.

#### 20. Disclosure of personal information

JLR FINANCIAL SERVICES will disclose your name, address and other personal information to FCA Bank S.p.A. and Jaguar Land Rover Nederland B.V. This information may also be further disclosed within the Jaguar Land Rover Group within the European Union. Your personal information may also be passed on to the dealer from whom the financed vehicle is purchased. These parties may use this information to inform you about products or services that may be of interest to you. You can contact JLR FINANCIAL SERVICES, PO Box 330, 1170 AH Badhoevedorp, or call us on 020 342 1621, or email klantenservice@fcagroup.com at any time to let us know of any objections you may have against such disclosure.

#### 21. Transfer

- a. JLR FINANCIAL SERVICES, may in its sole discretion, transfer to third parties its rights and obligations under this Agreement. After a written notice to that effect, this transfer shall be binding upon the Client, without prejudice to the Client's right to plead against the acquiring party any defence which was available to him against JLR FINANCIAL SERVICES, including the right of set-off.
- b. The Client may only transfer his rights and obligations under this Agreement to another party after securing the written consent of JLR FINANCIAL SERVICES. Supplier hereby grants to the Client his consent to such transfer.

#### 22. Applicable law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

*If applicable: Special provisions regarding Formula*

#### 23. Content Formula

If the Client has paid all instalments (except for the final instalment) and fulfilled all his obligations arising from this Agreement, including additional mileage allowance payment, the Client may choose:

- a) to pay the final instalment and thereby become owner of the property. This obligation also applies if the Client does not choose one of the options listed below (in a timely manner); or
- b) to return the property instead of paying the final instalment. This should be done no later than on the date of the final instalment. This is subject to the condition that the property is in good condition and that it has been maintained in accordance with the importer's maintenance programme at the workshop of the supplying dealer referred to in the Agreement or at the workshop of another dealer to be designated by JLR FINANCIAL SERVICES;
- c) to trade the property in for a new car of the same make. If in lieu of paying the final instalment, the Client wishes to trade the property in for a new car from the supplier referred to in the Agreement, the supplier guarantees that, if the property is in good condition and well-maintained, the guaranteed trade-in value referred to the Agreement will be offered at a minimum. The trade-in value established by the supplier, and the minimally guaranteed trade-in value, will be used as down payment for the new car. This is subject to the condition that the agreed mileage, as stated in the Agreement, has not been exceeded, in which

case the additional mileage will be offset by the supplier, and that the property is in good condition and well-maintained in accordance with the importer's maintenance programme at the workshop of the supplying dealer referred to in the Agreement or at the workshop of another dealer to be designated by JLR FINANCIAL SERVICES.

In the event of damage, necessary repairs or overdue maintenance, the Client shall be liable to pay the supplier the costs of repair or maintenance, which may be offset by the supplier. The property is in "good condition" if, given its age and mileage, the property has normal wear and tear and has been maintained in accordance with the importer's maintenance programme at the workshop of the dealer referred to in the Agreement or at the workshop of another dealer to be designated by JLR FINANCIAL SERVICES. The Client shall bear the relevant costs. The Client shall return the property to the dealer where the property was originally purchased (or to another supplier to be designated by JLR FINANCIAL SERVICES). If however the property is returned to the supplier instead of making full payment or trading in the property as described below, the ownership of the property shall pass to the supplier after he has paid the final instalment to JLR FINANCIAL SERVICES.

#### 24. Property collection/Dealer statement

In the cases referred to above under b and c, the Client shall be required to return the property to the supplier by no later than the last day of the period specified in the Agreement. Where the Client fails to do so, he shall be liable to pay the supplier a penalty in the amount of € 100.00/day including VAT. At the end of the Agreement, the supplier shall carry out an inspection of the property and note any incidences of damage, repair costs, correct mileage and condition of the property on the collection report, which is to be signed by the Client. The Client shall be liable to pay these additional costs to the supplier, who will thereby declare that it will collect the costs from the Client, if necessary by offsetting the costs against the deposit paid by the Client. Upon termination of the Agreement, the supplier shall store the property returned by Client at his own expense and risk. The supplier shall pay the final instalment to JLR FINANCIAL SERVICES on the expiry date of the Agreement without any offset whatsoever.