



GENERAL CONDITIONS
(applicable with effect from 12.12.2022)

BNP PARIBAS LEASE GROUP LUXEMBOURG S.A.
10, rue Edward Steichen
L-2540 Luxembourg
(hereinafter referred to as BPLGL)

and *(hereinafter referred to as the borrower)*

BNP PARIBAS LEASE GROUP LUXEMBOURG S.A. (hereinafter referred to as BPLGL) agrees to enter into a contractual relationship with a customer selected in consideration of its person.

Preamble

The relationship between the parties shall be governed exclusively by the General Leasing Conditions and the leasing agreement concluded between BPLGL S.A. and the customer.

The General Leasing Conditions shall, where applicable, apply to the guarantor(s) as mentioned in the collateral of the leasing agreement, notwithstanding the use hereinafter of the term " customer ". BPLGL S.A. may amend the General Leasing Conditions at any time, in particular to take account of changes in legislation or regulations, or in the principles of the BNP Paribas Group, or in the practices in this area.

The customer shall be notified of any amendment pursuant to Article 12 of this Agreement. Amendments shall be deemed to have been approved by the customer in the absence of any objection prior to the date on which the amendments are due to enter into force.

Article 1 Object of leasing agreement

1.1. The object of the leasing agreement is for BPLGL S.A. to place goods purchased for this purpose at the disposal of the customer. At the customer's request, BPLGL S.A. shall acquire goods selected by the customer from a supplier chosen by the customer with a view to the customer leasing such goods.

1.2. BPLGL S.A. is authorized to inform the supplier that the goods are being acquired with a view to leasing them and to inform the supplier, if necessary, of the identity of the customer.

1.3. The duration of the lease and the fee payable by the customer shall be set out in the leasing agreement. The goods, described in the leasing agreement, shall be referred to hereinafter as " the equipment ".

Article 2 Start of leasing agreement and delivery of leasing equipment

2.1. The parties shall be bound by the signing of the leasing agreement.

2.2. Any delay in the execution or non-execution of its obligations by the supplier shall not entitle the customer to any claim against BPLGL S.A.

If the purchase conditions with the supplier provide for the payment of one or more instalments before delivery of the equipment, BPLGL S.A. shall proceed with this payment. The financial conditions governing the payment of this (these) instalment(s) shall be set out in the leasing agreement. The payment of this (these) advance payment(s) shall be subject to pre-financing interest at the leasing agreement rate for the period between the payment of the advance payment(s) and the start of the leasing agreement. The customer unconditionally undertakes to repay this advance payment to BPLGL S.A. in the event that the purchase agreement with the supplier is not fulfilled in full or in part. As soon as BPLGL S.A. has been fully reimbursed, the customer shall be subrogated to the rights and actions of BPLGL S.A.

2.3. Delivery shall be deemed to have taken place when the equipment is made available to the customer in accordance with the terms and conditions agreed between the customer and the supplier, which must have been brought to the attention of BPLGL S.A. by means of written notification. The customer, at the time of delivery, shall act in its own name and for the account of BPLGL S.A.

2.4. Unless otherwise agreed, the delivery shall take place at the customer's expense and risk, and under the customer's responsibility. It is the customer's responsibility to provide the installations and equipment required for proper delivery of the equipment.

2.5. At the time of delivery, the customer shall check whether the equipment matches the order, whether it corresponds to the technical standards and conditions applicable to it, whether it appears to be in good condition and whether it is accompanied by the documents required for its use.

2.6. If the customer refuses delivery of the equipment or if the equipment has not been delivered on the agreed date, the customer must inform BPLGL by registered letter with acknowledgement of receipt. If the customer notes the non-conformity or malfunctioning of the equipment, it must inform the supplier without delay by registered letter with acknowledgement of receipt, also sending a copy to BPLGL specifying that it will not keep the equipment. In the event of refusal to take delivery of the equipment, or failure to deliver it on the agreed date or if BPLGL invokes the expiry of the order, the customer shall be responsible for returning to BPLGL all amounts already paid, plus interest from the date of payment to the date of reimbursement by the customer, at the reference rate. The customer shall guarantee BPLGL against any and all claims on such an occasion, due to the rights and recourses of the supplier, and shall also be liable to pay compensation set at 10% of the amount of the claim. When the delivery has taken place to the customer's satisfaction, an acceptance report shall be drawn up jointly between the customer and the supplier. A copy of this report must be sent by the customer to BPLGL S.A.

2.7. The delivery of the equipment to the customer, even without the signing of an acceptance report, shall be deemed to constitute acceptance without reservation and discharge for BPLGL S.A. The same shall apply in the event that a person not authorized for this purpose, either by the customer or by BPLGL S.A., has signed the acceptance report.

2.8. In the event of a sale and lease back arrangement, the customer, as owner of the equipment, shall sell it to BPLGL S.A. for re-leasing under a leasing agreement. The customer shall retain possession of the equipment, ownership of which is transferred to BPLGL S.A. The conditions of the transaction shall be set out in a sale agreement between BPLGL S.A. and the customer.

Article 3 Obligations of the customer with regard to performance of the leasing agreement

3.1. The customer undertakes to perform the agreement at its own risk. The customer shall jointly and severally guarantee the supplier's obligations towards BPLGL S.A.

3.2. The customer shall be liable to BPLGL S.A. for any damage resulting from the non-performance or improper performance of the obligations defined in Article 2.

3.3. It is the responsibility of the customer to provide the installations and fittings necessary for operation of the equipment.

Article 4 Ownership of the equipment

4.1. The equipment is the property of BPLGL S.A. The customer undertakes to affix the words " Property of BPLGL S.A. " in a visible and permanent manner.

4.2. The customer declares that it has the necessary authorizations and expertise to hold and use the equipment. The customer undertakes to comply with any new regulations that may be issued in the future.



4.3. The equipment is and shall remain intended for the operation of the customer's business. The customer may not dispose of it without the prior written consent of BPLGL S.A. BPLGL S.A. or the person designated by it, has the right to inspect the equipment at any time, wherever it may be located. In the event of private use of the equipment, it must remain available for the personal use of the customer.

4.4. The customer may not sub-lease the equipment or transfer the rights arising for it from the leasing agreement, except with the express agreement of BPLGL S.A. The latter may transfer its rights with regard to the customer to a bank or other leasing company. In the event that the sub-leasing arrangement is granted by BPLGL S.A., the customer shall nevertheless remain bound by all of the obligations arising from the leasing agreement and the General Leasing Conditions

4.5. In the event of the transfer of the business to which the equipment is assigned and, when the customer is a legal entity, in the event of a change in its form, in the event of a change in its shareholding structure, or in the event of a merger or demerger, the customer must obtain the prior written consent of BPLGL S.A. in order to transfer or assign the leasing agreement. Without being required to justify its decision, BPLGL S.A. may terminate the leasing agreement in accordance with Article 9.1. below in the event of non-compliance with the above provision.

4.6. Regardless of its nature and use, the equipment may not be incorporated into the building in which it is installed. If the customer is not the owner of this building, or if it ceases to be the owner during the term of the leasing agreement, it shall be obliged to inform the owner that the leased equipment does not belong to it and that it is not subject to the lien provided for in Article 2102, 1st of the Civil Code.

The same information must be given to the holder of a pledge on the customer's business or an agricultural lien. The customer must provide BPLGL S.A. with proof of fulfilment of these obligations, without BPLGL S.A. being able to be held responsible for any non-fulfilment.

4.7. The customer must immediately notify BPLGL S.A. verbally or by fax, followed by confirmation by registered letter, in the event that:

- a) a third party seizes all or part of the rented equipment or takes precautionary measures against it; in such a case, the customer must inform the seizing party that the equipment belongs to BPLGL S.A.;
- b) all or some of the equipment is involved in an accident;
- c) all or some of the equipment is stolen, destroyed or damaged, or is subject to requisition or seizure measures on the part of a public authority;
- d) the building in which the equipment is installed is the subject of an application for expropriation in the public interest.

Article 5. Rental payments

5.1. The agreed rent shall be paid in accordance with the terms set out in the financial parts and special conditions of the leasing agreement.

On any rent not paid on the due date, the customer shall owe, ipso jure and without notice of default, interest at a rate of 1% per month.

5.2. Until the time of the first payment of rent by the customer, BPLGL S.A. has the right to adapt the price to the new conditions of the financial market.

In this case, a modification directly proportional to the difference between the average rate of the market conditions valid at the time of the drafting of the contract and the one valid at the date of the first payment of the rent, will be made.

5.3. All taxes, duties and expenses of any kind, present or future, due as a result of the leasing agreement or directly or indirectly affecting the equipment, shall be borne by the customer.

5.4. The obligation to pay rent shall begin, unless otherwise stipulated, on the 1st day of the month following the month in which the equipment is delivered, without prejudice to the hypothesis provided for in Article 2.2, paragraph 2, above.

5.5. The rental payments and the duration mentioned in the financial parts and the special conditions of the leasing agreement shall begin on the 1st day of the month following the delivery of the equipment, unless otherwise stipulated. Between the date of delivery and the first day of the following month, unless otherwise agreed, the customer shall owe an interim rent (usage rent) calculated a pro rata temporis basis for the elapsed period. The definitive amount of this interim rent will be communicated to the customer by BPLGL S.A. when the leasing agreement enters into force. This rent will be due at the same time as the first rental payment.

5.6. No claim or dispute whatsoever shall suspend the obligation to pay rent. The customer expressly waives the right to the offsetting, including on a statutory basis, of its rent debts with any claim it may have against BPLGL S.A.

Article 6 Use of equipment

6.1. The customer undertakes to use the rented equipment according to its intended purpose and responsibly. It must maintain it in accordance with the maintenance and service regulations drawn up by the manufacturer or supplier. In the event of damage, whatever the cause (normal use, accident, malicious act, force majeure, hidden defect etc.), the customer must have the equipment repaired at its expense. It shall also comply with the manufacturer's or supplier's conditions if the use of a specialized or named maintenance service is prescribed.

6.2. The customer may attach accessories to the rented equipment insofar as they do not impair the value of the equipment and do not hinder its intended use. Any damage caused by such accessories must be repaired by the customer. The accessories shall automatically become the property of BPLGL S.A. and form part of the rented equipment. When the equipment is returned for whatsoever reason, BPLGL S.A. may demand that the accessories be removed and the equipment returned to its previous state entirely at the customer's expense.

6.3. In general, the customer undertakes not to change the initial destination of the equipment, particularly but not exclusively the destination of "dual-use" goods suitable for both civilian and military use (as defined in EU Regulation 2021/821).

Special provisions for rolling stock

6.4. The customer shall comply, under its own responsibility and at its own expense, with the legislation relating to the rented equipment in the areas of transport, insurance, road traffic, technical inspections and tax. It shall bear in full any harmful consequences that failure to comply with these laws may entail for BPLGL S.A. and shall hold BPLGL S.A. harmless from any such consequences.

6.5. The customer undertakes to present the rented equipment for technical inspection whenever required. BPLGL S.A. has the right to ensure that this obligation is met. After each presentation of the rented equipment for technical inspection, the customer shall notify BPLGL S.A. in writing of this presentation and of the remarks made by the technical inspection service, enclosing a copy of the inspection certificate.

6.6. If the customer fails to present the rented equipment for the technical inspection on the days and at the times set, BPLGL S.A. shall have the right to have it presented by a driver appointed by it at the customer's expense, without the latter being able to object to this temporary withdrawal of the equipment from service.

6.7. The customer shall bear all the harmful consequences that may result for BPLGL S.A. from failure to present or the late presentation of the rented equipment for technical inspection, or from failure to make any adjustments required by the inspection service.

6.8. The rented equipment shall be used in accordance with the provisions on the transport of persons and goods laid down in the law on road transport and its implementing regulations, as well as, where applicable, the law on the regulation of taxi services.

6.9. If the rented equipment is a vehicle registered in the Grand Duchy of Luxembourg, the vehicle's registration document shall clearly indicate its owner (BPLGL) and its holder (the customer). By accepting the General Leasing Conditions, the customer expressly authorizes and mandates BPLGL to communicate its details to the competent authority in the event of an offence or crime relating to the use of said rented equipment

Article 7 Warranty

7.1. The customer must familiarize itself with the warranty conditions stipulated in the purchase agreement, as well as with the statutory warranty conditions and the limitation periods.



7.2. The customer is obliged to notify the supplier of any defects in the equipment that are discovered during use during the term of the contractual guarantee by sending a registered letter with precise details without delay. This obligation shall also apply if the customer has taken delivery of the equipment despite the defects found. If the defects are not rectified by the supplier, the customer must inform BPLGL S.A. no later than one month before the expiry of the contractual warranty period. In any event, the customer shall remain solely responsible for any damaging consequences of its inaction. A copy of any letter sent by the customer to the supplier must be sent to BPLGL S.A.

7.3. BPLGL S.A. shall not assume any guarantee for hidden defects affecting the equipment. No claims may be asserted against it due to such a defect. It also does not assume any guarantee for defective products. It transfers to the customer the rights belonging to it in this respect against the seller or manufacturer of the equipment. BPLGL S.A. may also require the customer to assert the rights arising from the contractual guarantee against the supplier, and those existing in relation to defective products against the manufacturer. The implementation of these guarantees is carried out in the name of the customer, at its own expense and risk, but for the account of BPLGL S.A.

7.4. By exercising the rights arising from the guarantee, the customer is not released from its contractual obligations towards BPLGL S.A. In particular, it is not entitled to a suspension or reduction of the rental payments for the period during which the equipment is not usable or is only partially usable.

7.5. BPLGL S.A. does not guarantee the usefulness of the equipment for the customer's intended purpose, and the obsolescence of the equipment, whether it occurs during the course of the lease or exists beforehand, shall not give rise to the termination of the leasing contract, to a reduction in the rental payments, or to any compensation whatsoever.

Article 8 Risks, claims and insurance

8.1. The customer shall bear the risks associated with installation of the equipment.

8.2. The customer shall be solely liable, except for any claim it may have against the supplier and the manufacturer, for any damage resulting for it or for third parties from the leased equipment or from its use, even if the damage was caused by a defect in the item. All of this is without prejudice to the guarantee resulting from Article 3.1.

8.3. The customer undertakes to arrange insurance cover for its liability to third parties for the use and custody of the equipment, including the custody of its structure, for the entire duration of the leasing agreement.

In the case of a leasing agreement for rolling stock, the customer shall also comply with the statutory provisions on compulsory liability insurance for motor vehicles.

8.4. The customer also undertakes to take out and maintain throughout the duration of the leasing contract, for the benefit of BPLGL S.A., an insurance policy covering, in particular, the risks of theft of the equipment, its destruction by fire, explosion, lightning, flooding or aircraft crash, as well as the risks resulting from the use of the equipment, such as handling errors, accidental damage of any kind whatsoever etc., all up to the price, when new, of the equipment, plus taxes and ancillary costs. With regard to the leasing of rolling stock, the customer shall take out, at his own expense, and for the benefit of BPLGL S.A., insurance covering the risks of fire, theft and material damage. The customer hereby assigns to BPLGL S.A. all of its rights to any compensation due by virtue of the insurance mentioned above and instructs BPLGL S.A. to notify this assignment, by any means whatsoever, to the insurance company covering the risks described.

8.5. The insurance policy shall be concluded, prior to delivery of the equipment, with a company approved by BPLGL S.A. The customer shall provide proof to BPLGL S.A. of the existence of the insurance contract and of the payment of the premiums and shall, upon request by BPLGL S.A., provide a certificate issued by the insurance company. The policy covering the risks of total or partial loss of the equipment stipulates that, in the event of a claim, the insurance amount shall be payable to BPLGL S.A. exclusively and that the insurance company shall be obliged to notify BPLGL S.A. of any reason for the cessation or suspension of the guarantee, under penalty of not being able to enforce such cessation or suspension. If BPLGL S.A. is not notified of the insurance cover, BPLGL S.A. may take out an insurance policy at the customer's expense.

8.6. The customer shall be liable for the disappearance of and damage to the equipment. In the event of theft or loss, for whatever reason, the leasing agreement shall be terminated. BPLGL S.A. shall be entitled to a sum equal to the total amount of the outstanding rental payments, plus the residual value provided for in the leasing agreement, as compensation. If the insurance payment does not cover the full amount, the customer shall be obliged to pay the balance.

Article 9 Reasons for termination of leasing agreement

9.1 BPLGL S.A. shall be entitled to terminate the leasing agreement unilaterally and without notice of default, with immediate effect, by notifying the customer by means of registered letter:

- a) in the event of the customer ceasing its professional activity or in the event of the transfer of the leasing contract without the prior consent of BPLGL S.A. in accordance with Article 4.5 above;
- b) in the event of the customer company being dissolved;
- c) in the event of a change in the shareholder structure of the customer company, without the prior consent of BPLGL S.A.;
- d) in the event of protest of a bill of exchange bearing the signature of the customer or in the event of seizure, even if purely protective, carried out against it; in the event of cessation of payments by the customer, or application for suspension of payments or amicable or judicial composition, application for controlled management or bankruptcy; in the event of the opening of collective insolvency proceedings, a new leasing contract may be concluded between BPLGL S.A. and the representative of the estate, duly authorized for this purpose by the competent authority;
- e) in the event of non-performance by the customer or delay in performance of any of the obligations assumed by it under the General Leasing Conditions, in particular its obligations under Articles 3 to 6 above, including non-payment on the due date of a single rental instalment;
- f) in the event of the disappearance of the equipment.

9.2 If there are several leasing agreements, BPLGL S.A. shall be entitled to terminate all of them if it is obliged to terminate one of them due to the customer's failure to fulfil its obligations. This right arises from the fact that BPLGL S.A. enters into a commitment with the customer in consideration of its person.

Article 10 End of agreement and termination

10.1. If the leasing agreement is terminated for one of the reasons indicated above, the customer must pay BPLGL S.A. the rent amounts that are due and unpaid, plus the interest provided for in Article 5.1. above, compensation fixed at a flat rate and irrevocably at the amount of the rents remaining due between the day of termination and the end of the leasing agreement as provided for in the agreement, the residual value of the equipment and the costs of termination. This is without prejudice to Article 8.6 in the event of the equipment disappearing.

10.2. Unless otherwise advised by BPLGL S.A., within eight working days of the end of the leasing contract, for whatever reason, the customer shall return the equipment to BPLGL S.A., at the latter's convenience.

The equipment shall be returned to BPLGL S.A.'s warehouses or to any other place as indicated by the latter. A report shall be drawn up detailing the return and condition of the equipment. The equipment shall be returned in an assembled state with normal levels of wear and tear. Any damage that exceeds normal wear and tear shall be borne by the customer.

10.3. In the event that the equipment is not returned within the time limits and conditions stipulated above, BPLGL S.A. may remove it immediately, without further formality and without prejudice to any other rights, at the customer's expense.



10.4. In the event that the sales contract between the supplier and BPLGL S.A. is terminated, cancelled or annulled for any reason whatsoever, in particular due to a defect affecting the supplier's right of ownership, the leasing agreement shall in turn be terminated. As a result of the customer's guarantee of the supplier's obligations, BPLGL S.A. shall nevertheless retain the rental payments already received and the customer shall also be obliged to pay BPLGL S.A. an amount equal to the sum of the rental payments still due and the residual value of the equipment. The customer shall also hold BPLGL S.A. harmless from all costs and losses of any kind. The customer is subrogated by BPLGL S.A. in its rights and actions against the supplier.

10.5. The leasing agreement may not be terminated unilaterally, with the exception of BPLGL S.A.'s right to terminate the agreement in the cases listed in Article 9. Similarly, the lease may not be renewed or extended by tacit agreement.

Article 11 Option right and return of equipment

11.1. Other than in cases in which the leasing agreement ends prematurely (termination or cancellation of the contract, theft or loss of the equipment), the customer shall have a choice of three options at the end of the contractual term

a) return the equipment in accordance with the provisions of Article 10.2 above;

b) extend the leasing agreement for a period to be determined. The monthly rent to be paid for the new lease period shall take into account the depreciation of the re-leased equipment. It shall be calculated on the basis of the book value of the equipment at the end of the leasing agreement or, if lower, the estimated realizable value, and the term of the new lease. VAT shall be added to this amount;

c) purchase the equipment. The purchase price, plus VAT, corresponds in principle to the book value of the equipment at the end of the leasing agreement. If the estimated realizable value at that time is lower than the book value, the price to be paid by the customer shall be reduced to this amount. Costs relating to the purchase shall be charged to the customer.

The customer must adopt a position by registered letter addressed to BPLGL S.A. within three months of the lease expiring and no later than eight working days prior to this date.

11.2. If the customer does not respond within the eight-day period before the expiry of the agreement, it shall return the equipment in accordance with the first indent of Article 11.1 above.

Article 12 Correspondence and communication

12.1 The customer accepts that all of the information to be provided by BPLGL S.A. to customers shall be provided as hard copies or electronically (e-mail), via a website, or in any other form as agreed between BPLGL and the borrower. Such information shall be available to the customer upon request from the usual contact person.

12.2 By communicating its e-mail address to BPLGL S.A., the customer thereby consents to communicating with BPLGL S.A. by means of that e-mail address and therefore also to receiving information by this medium, including confidential information.

In such a case, the customer declares being duly aware of the risks associated with this method of communication, including in particular:

- The risk of integrity and interception: the transmission of e-mails cannot be guaranteed since information sent via the unsecured Internet may be incomplete, altered or contain viruses. Similarly, information sent in this way may be intercepted or copied by third parties. Consequently, BPLGL S.A. accepts no responsibility for any disclosure that may result from the sending of e-mail(s);

- The risk of interruption, delay and loss: information contained in an e-mail may be lost, destroyed or arrive too late. Consequently, the lessor cannot be held responsible for any delay or loss in the transmission of messages (sent or received) and any consequences thereof.

- Lack of confidentiality: the information contained in the messages and/or attachments in the e-mails, although intended exclusively for the attention and use of the natural persons or entities to whom they are sent using the e-mail address(es) communicated, is sent via the Internet without any specific encryption procedures. Whenever BPLGL S.A. sends an e-mail, it also has no control over the persons who have or will have access to the mailbox for the e-mail(s) mentioned by BPLGL S.A.

BPLGL S.A. is expressly authorized to send, at the customer's request, via the e-mail address(es) communicated, any type of information or document which may contain, in particular, personal data and/or information relating to all the contracts signed between the borrower and BPLGL S.A.

However, BPLGL S.A. remains free to decide what types of documents or information it is prepared to communicate by e-mail, without incurring any liability in relation to its choice.

The customer thus declares being aware of and accepting all the risks associated with the lack of security associated with this form of communication, which does not guarantee the confidentiality of the information or the avoidance of the risk of fraud and that could have a direct financial impact, and discharges BPLGL S.A. from any harmful consequences that could result from its use.

Similarly, in full knowledge of the facts, the customer also authorizes communication by e-mail between its agent(s) and BPLGL S.A., as well as between BPLGL S.A. and professional third parties that provide services for the customer.

The customer acknowledges and accepts that any signed document received by BPLGL S.A. by fax or any other form of communication previously accepted by BPLGL S.A. shall have the same legal value and the same evidential value as an original.

This release from liability shall continue to apply until revoked in writing in the form of a registered letter sent to BPLGL S.A. or delivered to BPLGL S.A. against a receipt. BPLGL S.A. shall not, however, be liable until the end of the fifth working day following receipt of the written revocation.

12.2 Any change in the information referred to in paragraph 12.1 must be reported by BPLGL S.A. to the customer in the same forms as the original unless otherwise agreed.

12.3 BPLGL S.A. cannot be held responsible for any damage that may be caused during the sending of this information.

12.4 Communication between BPLGL S.A. and the customer shall take place in the language agreed between BPLGL S.A. and the customer as shown in BPLGL S.A.'s files.

12.5 Communications from BPLGL S.A. are deemed to have been made as soon as they are sent to the last address (and/or e-mail address) provided by the customer in the agreed way. BPLGL S.A. may not be held liable for any damage caused by the customer's failure to receive communications from it.

12.6 The borrower must notify BPLGL in writing of any change of address (and/or e-mail address) and shall otherwise be solely responsible for any resulting consequences.

Article 13 Fees, commissions and taxes

13.1 BPLGL S.A. shall be paid remuneration for the services that it provides to the customer based on the pricing option chosen by the customer, the applicable fees and the type of transactions. The customer undertakes to pay BPLGL S.A. all interest, commissions, costs and ancillary charges that it may owe to BPLGL S.A., as well as all costs incurred by BPLGL S.A. or incurred by the latter in the interest of the customer as a result of providing services.

13.2 The list of fees set by BPLGL S.A., as well as any amendment to these fees by BPLGL S.A., shall be provided to the customer pursuant to Article 12 of the General Leasing Conditions.

13.3 If the list of fees does not inform the customer of the applicable fee for the service that it wishes or incurs, the customer shall ensure that the applicable fee is ascertained from its usual contract.

13.4 The following costs shall be borne by the customer in particular: mailing costs, costs for telecommunications and research, the costs incurred by BPLGL S.A. as a result of any legal proceedings instituted against the customer aimed at settling or recovering the debt, or as a result of measures taken against the latter by the authorities, the costs incurred by BPLGL S.A. in the interest of the customer, as well as all the direct and indirect costs relating to the search for and return of the leased equipment.



Article 14 Place of residence of the parties and notifications

14.1 The parties shall elect as their place of domicile the addresses mentioned in the special conditions, to which addresses all correspondence shall be deemed to be validly sent, and all documents and writs validly served. However, BPLGL S.A. reserves the right to make these notifications to the last address of which it has been notified by the customer.

14.2 Whenever the customer is required under this Agreement to serve a document on BPLGL S.A., such service shall be made within three working days. Otherwise, BPLGL S.A. shall be deemed not to have received notice and may draw all the related consequences. In the event that this notification must be made to a third party, BPLGL S.A. may, if the customer party does not do so within three working days, carry out the notification itself at the customer's expense. The fact that BPLGL S.A. does not make use of this option shall not confer any rights on the customer.

Article 15 Customer's data

15.1 Personal data means any information relating to an identified or identifiable natural person. In the capacity of data controller, BPLGL processes personal data relating to each customer and the customer's agents or representatives.

15.2 BPLGL has drawn up a data protection notice, which is available on its website <https://www.bgl.lu/en/bplg-data-protection> or on request from BPLGL, providing individuals with all the information required by law concerning the processing of their personal data by BPLGL.

In the course of operations, including those that are subcontracted, the customer may be required to communicate to BPLGL personal data relating to other natural persons (such as family members, relatives, agents, legal representatives, employees, company shareholders, managers, guarantors, directors or beneficial owners); the customer undertakes to inform such persons about the processing of their data by BPLGL and of the data privacy notice and of any updates thereto and to obtain, where appropriate, the consent of such natural persons to the processing of their personal data by BPLGL.

The data protection notice may be amended in accordance with the rules set out therein.

15.3 The proper functioning of the business relationship is subject to the existence of complete and up-to-date customer documentation.

The customer, whether a legal entity or a natural person, undertakes to provide all the documents and information required by BPLGL or by any external service provider that it may appoint, in the context of their contractual relationship.

The customer also undertakes to inform BPLGL or any service provider designated by it, as soon as possible, of any change in the data and information collected, and to provide BPLGL or any service provider designated by it, on simple request, with any additional information that BPLGL deems useful in the context of maintaining the business relationship and/or as prescribed by statutory rules or regulatory provisions.

Failure to communicate this data and information to BPLGL or to the service provider designated by it, and the consequent restriction on its use of data processing techniques, in particular electronic processing, while being at the customer's discretion, shall prevent the establishment of a relationship or maintenance of an existing relationship with BPLGL.

Article 16 Subcontracting

16.1 BPLGL may subcontract, in whole or in part, certain tasks, activities or services, for all or part of its clients, to entities of the BNP Paribas Group, to third party service providers (hereinafter, the Service Providers) that may or may not be regulated, located in Luxembourg or abroad within the European Union, in order to be able to guarantee the customer high-quality services, to comply with regulations and to benefit from the technical resources of qualified experts.

16.2 All subcontracting services shall be set up and monitored by BPLGL in accordance with the legal and regulatory requirements in force with regard to subcontracting and on the basis of a service contract. BPLGL shall retain full responsibility for compliance with all of its obligations in accordance with the prudential regulations.

In this context, data, elements, documents and information relating to the customer (the "Information"), in particular identification data, data of persons linked to the customer, financial data or documents required or relating to the business relationship, may be collected by or communicated to the Service Providers.

16.3 These Service Providers with access to the Information shall either be subject by law to an obligation of professional secrecy or shall be contractually bound by BPLGL to comply with strict rules of confidentiality.

16.4 Where subcontracting involves outsourcing the processing of personal data, BPLGL shall ensure that the Service Providers present sufficient guarantees regarding implementation of appropriate technical and organizational measures so that the processing meets the requirements of the applicable data protection legislation.

16.5 In particular, BPLGL may subcontract some or all of the following tasks and activities (together the "Subcontracts"):

- tasks relating to operational IT, development, maintenance and support of IT infrastructures and/or applications,
- messaging platforms,
- administrative tasks relating to the keeping of documentation, in particular the activities of identifying and knowing the persons in business relations with BPLGL and managing its Information,
- certain credit-related administrative tasks.

16.6 The customer hereby acknowledges and expressly authorizes BPLGL to use Service Providers in connection with the Subcontracting undertaken and to transfer and disclose the related Information, doing so in accordance with the regulatory requirements to which BPLGL is subject.

The customer hereby expressly confirms that it has duly informed all persons whose Information may be processed by BPLGL in the context of its business relationship with BPLGL (such as beneficial owners, shareholders, officers, directors, employees, contact persons, agents, service providers, proxies and/or other representatives) of the existence and content of this article and the fact that it authorizes and instructs the transfer of Information about them in the context of said subcontracting.

The customer also confirms having received, where applicable, their consent to the transfer of their Information.

16.7 By authorizing BPLGL to use Service Providers in the context of Subcontracting, the Customer hereby acknowledges and accepts that:

- the Service Providers are not always subject to Luxembourg rules on professional secrecy,
- in such a case, the professional secrecy that could be applicable to them might be less stringent than the Luxembourg laws on professional secrecy,
- in certain circumstances, confidentiality undertakings notwithstanding, they may be legally obliged to provide Information to third parties or authorities.

Any termination of the business relationship shall be without prejudice to BPLGL's right to hold the Information transmitted to the Service Providers concerned for the purposes mentioned above for the period of retention imposed by BPLGL's procedures and/or the applicable laws and in order to enable BPLGL to comply with its legal and/or regulatory obligations, to manage claims and/or disputes, to defend its interests or assert its rights and/or to respond to requests from the authorities.

Article 17 Complaints

17.1 Complaints and communication may be addressed free of charge to BPLGL.

17.2 More detailed information on the process to handle complaints is available to the customer upon request and after receipt of a complaint.

17.3 In the event of a dispute with the Bank, the Client may lodge a complaint with the Commission de Surveillance du Secteur Financier (CSSF), based at L-1150 Luxembourg, 283, route d'Arlon.



Article 18 **Applicable law and place of jurisdiction**

All disputes relating to the execution and interpretation of the leasing agreement shall be submitted to the courts of the judicial district of Luxembourg, which shall have sole jurisdiction. The leasing agreement shall be governed by Luxembourg law.

The borrower acknowledges having noted the above General Conditions, which it accepts without reservation.