



# Product Conditions Rental

## Product Rental conditions

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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 contracts between the Customer and Athlon relating to services to be provided by Athlon in terms of the letting of Objects.
- 1.3** In case of any conflict between the provisions of the Product Agreement and these Product Conditions, the Product Agreement provision will prevail.
- 1.4** The provisions of the Framework Agreement, the Product Agreement or these Product Conditions precede any rent-related statutory provisions, which, with the exception of Section 226 of Book 7 of the Dutch Civil Code, are excluded.
- 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 'Driver' is referred to in these Product Conditions, the term 'User' as described in the Framework Agreement should be understood.
- 1.7** Where 'Vehicle Delivery Form' is referred to in these Product Conditions, the following is meant: The form that is provided and is signed by the Driver or another person authorized by Customer to pick up the Object on delivery of an Object. This form states at least the following: start date, start odometer reading and any existing vehicle damage.
- 1.8** 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 Customer and Athlon, forms part of the Product Agreement.
- 1.9** Where 'Vehicle Return Report' is referred to in these Product Conditions, the following should be understood: The form that is provided and is signed by the Driver or another person authorized by Customer to return the Object on return/collection of the Object. This form states at least the following: return date, end odometer reading and any vehicle damage.
- 1.10** Where 'Rental Period' is referred to in these Product Conditions, the rental period as described in article 3.2 is meant.

### 2. Driver

- 2.1** The term 'Driver' refers to: The person designated by the Customer as being entitled to use the Object. This person should hold a driving licence that is valid in the Netherlands. Where 'Customer' is referred to, the term 'Driver' should, where applicable, be understood. Where 'Driver' 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 will notify the Driver of the obligations arising from the Framework Agreement, the Product Agreement and these Product Conditions. The Customer bears responsibility for ensuring that (i) the Driver meets the obligations and (ii) the Driver complies with the requirements that are placed on a driver of an Object in the country where the Object is used. If these obligations are breached, the Customer is fully liable toward Athlon.
- 2.3** If the Driver is not able or no longer able to use the Object, for example if the Driver's driving licence has been revoked, the Driver 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.
- 2.4** The Customer may request Athlon in writing to send certain matters, such as tickets and/or fuel credit cards, directly to the Driver. Athlon may attach conditions and/or costs to this. The Customer is at all times liable for these matters.

### 3. Rental Period

- 3.1** The Rental Period commences at the start date mentioned in the Product Agreement even when the Object is delivered at a different moment.
- 3.2** The Rental Period is equal to the period between the start date referred to in article 3(1) and the end date that is communicated in the sign off e-mail sent to the Customer, even when the Object is picked up by or on behalf of Athlon at a different moment, or there is a different end date given in the Product Agreement. In the event Customers starts to use the Object earlier than the start date mentioned in the Product Agreement or continues the use after the date that is communicated to the Customer in the sign of e-mail, then the Rental Period will be amended accordingly.
- 3.3** 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. Athlon's website provides information regarding online requests. E-mail requests should be addressed to [rentalservices.nl@athlon.com](mailto:rentalservices.nl@athlon.com).
- 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. 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.

- 3.5** Athlon is entitled to exchange the Object for a reasonable alternative, which will be an Object in the same category. 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.



### 4. Rental Rate

- 4.1** The Rental Rate is based on the price level on the date Athlon signed the Product Agreement.
- 4.2** The Rental Rate is owed from the start date of the Product Agreement until the end date as stated in the sign-off e-mail sent to the Customer.
- 4.3** The Rental Rate can consist of one or more of the following components, depending on the type of service provided:
- a) Fixed costs: depreciation, interest, risk premium, third-party insurance, bodywork risk, claim adjustment, holdership tax, levies imposed by the government (of whatever nature), administration fees, management fee, expenses for number plate and registration, inspections and levies;
  - b) Variable costs: costs for maintenance, repair, tyres and replacement vehicle, costs that, based on an estimate, constitute an advance on the actual costs such as fuel;
  - c) VAT (BTW) as applicable.
- 4.4** The agreed Rental Rate for an Object, and any optional accessories, is determined according to the type of Object.

An indicative list of Athlon's rental rates is attached as an annex.

- 4.5** All rates are quoted in euros, exclusive of VAT (BTW) and fuel. Rental Rates and all other costs attached to a Product Agreement will be billed monthly in arrears, subject to a payment term of 30 days, unless the Parties have agreed otherwise.
- 4.6** 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. If the Customer pays a deposit, an amount of no more than twice the daily rates and the actually incurred transport costs will be withheld from this deposit if the Customer cancels the Product Agreement after the date on which the Object is provided as stated on the Product Agreement. A deposit will only be reimbursed to the Customer once all amounts owed to Athlon by the Customer have been paid. Athlon is entitled to set off amounts owed against the deposit.

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

### 6. Fuel costs

- 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 viewed as fuel. The Object is provided with a full tank of fuel or fully charged battery. The Customer should likewise return the Object with a full tank of fuel or fully charged battery.
- 6.3** Athlon may loan the Customer a fuel credit card. When the Product Agreement terminates, 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 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 vehicle is filled up or its battery fully charged after the Object has been returned in accordance with article 19 of these Product Conditions. Any associated costs are charged to the Customer.



### 7. Object

- 7.1** The Object is considered to be the property of Athlon and any items fixed in or on the Object will become the property of Athlon. This also applies if the Object is obtained via 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, Athlon can charge these costs to Customer. 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 of the Object

- 8.1** Athlon will provide the Object to the Customer and/or Driver after the Vehicle Delivery Form is signed by the Customer or Driver. This takes place at an address agreed with the Customer or Driver. If the Customer and/or Driver opts not to sign a Vehicle Delivery Form because the Customer and/or Driver 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.
- 8.2** The time of provision is the communicated date on which the Object is ready. This date is indicative and is not a strict deadline as referred to in Section 6:83(a) of the Dutch Civil Code. Athlon does not accept liability for any damage or costs caused by a delay in providing the Object.

### 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;
- 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** In the event the technology referred to in article 20 is used to assess whether the Rental Vehicle is used in accordance with this article, the data outputted by this technology shall serve as binding evidence between 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 for 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 and which will be forwarded at the request of the Customer or User.

- 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) If the Object comes to a standstill because of an empty battery, all associated costs, including the towing of the Object, are at the expense of the Customer.
  - b) The Customer is fully entitled to a replacement vehicle and assistance as indicated in article 11, on the understanding that Athlon is entitled to make a replacement object available to the Customer that, at Athlon's choice, is electrically powered or has an internal combustion engine.
  - c) All other costs related to the rental of an electrical Object, such as the installation and maintenance of a charging station, are at the expense of the Customer, unless otherwise agreed between the parties.



### 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. The damage must be reported by means of a filled in "European Accident Statement" that the Customer sends 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 parts 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 act, 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. If the Driver is aged 23 or younger at the time of the loss event, a higher deductible may apply. 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 the following web page: <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 Driver.
- 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, at Athlon's sole discretion.
- 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 in accordance with the relevant insurance terms for coverage.
- 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 details 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** The Product Agreement ends by operation of law after the return of the Object. If Customer fails to return the Object after the expiry of the Lease Term, the Lease Term shall be extended until the moment the Object is returned. Athlon can attach (additional) conditions to this extension. Athlon can however, decide to demand return of the Object after the expiration of the original Lease Term. In the event of such an extension, a recalculation of the Usage Fee shall take place on the basis of the manner described in Article 18.3.
- 18.2** 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:
- 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;
  - 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.
  - If in Athlon's opinion the risk of casco damage can no longer be for Athlon because of the Customer's claims experience;
  - If Athlon deems this necessary for any other reason;
  - 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.
- 18.3** 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 based on 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 based on the recalculation will be reduced by the amount in Rental Rates that has already been paid.
- 18.4** Cancellation of an order of the Object is considered as termination of the Product Agreement. 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 of the agreed delivery date of the Object, the fees for one rental day will be charged to the Customer including the costs to deliver and collect the Object.
- 18.5** 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.
- 18.6** If a Product Agreement is entered into as an open-ended agreement, each of the Parties may terminate it subject to one (1) working days' notice. 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, (for example, but not limited to any remote controls used to control the Rental Vehicle's loading station(s)) 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 missing, 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 signing off the Object in a correct and timely manner by e-mailing or phoning through to Athlon the signing-off code that the Customer and/or Driver received from Athlon as follows:  
E-mail: [rentalservices.nl@athlon.com](mailto:rentalservices.nl@athlon.com)
- Phone: +31 (0)36 5474210 or a contact address further notified by Athlon.
- The end date that is communicated in the sign off e-mail sent to the Customer is decisive for the ultimate settlement of the Rental 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 Driver. 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 Driver opts not to sign a Vehicle Return Report, because the Customer and/or Driver 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 acting on its behalf at a location of Athlon or the third party appointed by Athlon.

### 20. Excess or fewer kilometres

- 20.1** At the end of each user year and on termination of the Product Agreement, Athlon will settle any excess or fewer kilometres driven than the chosen kilometre plan. Athlon may always settle excess 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. If the Customer fails to do so, 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 according to the agreed price for excess or fewer kilometres. Fewer kilometres are not compensated by Athlon. 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 a request to Athlon;
  - Informs BKR if the Customer enters into the 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 of Athlon's Rental Vehicles are or may be equipped with a Telematica solution. Athlon obtains vehicle-related and vehicle-use related information. Athlon is entitled to use and analyze this data, also to ensure the vehicle is used carefully 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 in effect on the current Product Agreements. The amended conditions will apply to new Product Agreements.





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