



# Product Conditions Lease

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### 1. Product conditions

- 1.1** The definitions in these Product Conditions (also called 'General Terms and Conditions of Lease') and the Product Agreement (also called 'Lease 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 in terms of operational lease to be provided by Athlon.
- 1.3** In case of any conflict between the provisions of the Product Agreement and these Product Conditions, the Product Agreement provisions will prevail.
- 1.4** The provisions of the Framework Agreement, the Product Agreement or these Product Conditions precede any rent-related statutory provisions, which are excluded with the exception of Section 226 of Book 7 of the Dutch Civil Code

### 2. The User

- 2.1** The User (also called: 'Lease Driver') is defined as someone appointed by the Customer to use the Object (also called 'Leased Item'). Where 'Customer' is referred to, the term 'User' 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 User of the obligations arising from the Framework Agreement, the Product Agreement and these Product Conditions. The Customer bears responsibility for ensuring that (i) the User meets the obligations and (ii) the User complies with the requirements that are placed on the driver of the Object in the Country where the Object is used. If these obligations are breached, the Customer is fully liable toward Athlon.
- 2.3** If the User is not able or no longer able to use the Object, for example if the User's driving license has been revoked, the User has been disqualified from driving or the Object has been seized, the Customer's obligations arising from the Framework Agreement, the Product Agreement and these Product Conditions remain intact.
- 2.4** The Customer may request Athlon in writing to send certain matters, such as tickets and/or fuel credit cards, directly to the User. Athlon may attach conditions and/or costs to this. The Customer is at all times liable for these matters.

### 3. Lease Term

- 3.1** The Lease Term commences once the Object is provided (Article 8 Provision).
- 3.2** Athlon is entitled – in addition to its other rights – to change the Lease Term if the actual kilometers driven per year with the Object differs by more than 10% from the agreed kilometers per year for the Object. For example, if after 36 months, the Object has reached the km cap that would normally be reached at 48 months, Athlon may amend the Lease Term from 48 months to 36 months and settle according to the rates corresponding to a Lease Term of 36 months.



### 4. Usage Fee

- 4.1** The Usage Fee (also called 'Lease Instalment') is based on the price level on the date Athlon signed the Product Agreement.
- 4.2** The Usage Fee is owed from the moment the Object is provided until the moment the Object is returned to Athlon (Article 19 Return).
- 4.3** The Usage Fee may consist of the following components, depending on the services purchased:
- a)** Fixed costs: depreciation, (advanced financing) 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, tires and replacement vehicle, costs that, based on an estimate, constitute an advance on the actual costs such as fuel;
- c)** VAT (BTW) as applicable.

### 5. Modification of Usage Fee

- 5.1** Athlon is entitled to modify the Usage Fee immediately or to pass costs on separately in the following cases:

#### On providing the Object

- a)** Part 1 if the catalogue price of the Object, options and/or accessories deviates from the price at the time Athlon signs the Product Agreement;
- b)** if the interest rate based on which Athlon finances the Object deviates from the rate at the time Athlon signs the Product Agreement;
- c)** if there are rate changes relating to holdership tax, insurance rates, number plate fees, inspection costs, fuel costs, environmental levies and/or other costs imposed by the government or a government body, levies and/or taxes compared to the moment Athlon signs the Product Agreement;

#### During the Lease Term

- d)** if the advance payment for fuel costs does not cover the fuel costs actually incurred;
- e)** If, in Athlon's opinion, the Customer's risk profile is a reason to raise the risk premium. Risk profile means the extent to which the Customer is able to comply with his obligations under the Framework Agreement, the Product Agreement and these Product Conditions and the extent to which the Object requires repair and maintenance (whether or not as a result of damage);
- f)** the provisions in (b) and (c) of this article apply accordingly during the Lease Term;
- g)** if the government or a government body imposes new costs, levies and/or taxes that should be included in the Usage Fee or that influence the Fee to be set by Athlon;

- h)** if by (tax) legislation any subsidies, discounts and/or investment premiums are granted to and received by Athlon;
- i)** if (tax) legislation causes any change to the basis used to calculate the Object (e.g. the residual value calculated);
- j)** If the actual kilometers driven per year with the Object differs by more than 10% from the agreed kilometers per year for the Object.
- k)** if a change of in total 5% or more occurs in the price level of labor costs and parts (for maintenance, repair and tires) compared with the date the Product Agreement was signed by Athlon or the date of the most recent price change, based on the price index figures published by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS) (Expenditure category 072300) and/or the data issued by the Association of Motor Car, Garage and Allied Trades (BOVAG), a comparable party, or Athlon itself.
- l)** if the Customer's and/or one of the Users' claims experience gives cause and/or the insurance company decides to do so, the insurance companies or Athlon may unilaterally increase the insurance rates and/or deductible for bodywork damage-related claims and/or deductible for Civil Liability Insurance for Motor Vehicles-related claims, or introduce other conditions or impose additional requirements for reducing the volume of claims. Increases are chargeable to the Customer.

Changes in these components will be charged on from the moment they apply. The Customer is obliged to make a supplementary payment immediately and will be charged at the next invoice.

### 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 are fully chargeable to the Customer and include the costs for providing or replacing the fuel credit card and the administrative costs for payment transactions related to fuel costs and the administrative costs for passing on the fuel costs. VAT on refueling 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.
- 6.3** Athlon loans the Customer a fuel credit card. When the Product Agreement terminates, the fuel credit card is no longer valid. The Customer is obligated to report the correct odometer reading of the Object each time it is filled up, unless the Object is a fully electric vehicle. The Customer must provide the odometer reading of the Object at Athlon's first request. If Athlon is able to do so, Athlon is entitled to read out data remotely relating to the Object, such as odometer readings. The odometer readings obtained by remote data exchange will be leading in establishing the actual kilometers driven, unless evidence to the contrary is provided.
- 6.4** If the fuel credit card or pin code is lost or stolen, the Customer must submit a request to have Athlon block the fuel credit card, must file a report within 24 hours with the police and send a copy of this report to Athlon within the same timeframe. The fuel credit card will be replaced after notification.
- 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 Lease Term. If Athlon switches provider, the Customer will follow Athlon's instructions and only use the new provider's fuel credit card.



### 7. Object

- 7.1** The Object is and remains the property of Athlon and any items introduced in the Object will become the property of Athlon.
- 7.2** Athlon will make the Object available as the standard model, with any extra equipment as set down in the Product Agreement. The standard model means the Object as specified by the manufacturer and in accordance with the current legal requirements applicable to the Object at the time of provision.
- 7.3** Athlon may replace an Object for the remaining Lease Term by a similar object that in principle does not have more kilometers on the clock than the Object. Athlon will place or transfer the agreed additional equipment. The Usage Fee of the substitute object is based on the Usage Fee of the original Object.
- 7.4** 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.
- 7.5** 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 competent authorities immediately after a request to view or inspect the Object at a time and place designated by Athlon and/or the competent authorities.
- 7.6** 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 in addition to the extra equipment specified by the Customer is



chargeable to the Customer, even if these accessories are required under new legal regulations. The Customer bears both the risk of loss or damage and the costs of maintenance and repair of these accessories.

- 7.7** The Customer will exercise due care and diligence to ensure the Object is secure against theft, fire and damage, in the manner prescribed by Athlon, the insurance agency or competent authorities. If the Customer or User no longer has the Object in their possession, the Customer is obligated to assist in tracking down the Object.
- 8.3** On provision, the Customer must produce identification and sign a proof of receipt stating the odometer reading at the time of provision, the delivery date and extra equipment.
- 8.4** Athlon charges any fuel costs not included in the preparation fee separately to the Customer.

### 8. Provision

- 8.1** Athlon will provide the Object to the Customer after the Product Agreement is signed.
- 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 use the Object with due care and diligence;
- 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.

The provisions of this article also apply to charging points which the Customer purchases from or through Athlon.

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

- a)** use the Object to participate in performance or speed runs or similar events; use the Object to provide driving lessons or participate in a driving proficiency training or course, unless with Athlon's written consent;
- b)** transport hazardous and/or explosive substances in the Object, unless the Customer or User has the right permits for this and has received Athlon's written consent;
- c)** lease or sublease the Object or provide the commercial use of the Object to third parties without prior written consent by Athlon;

- 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 Usage Fee.

**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.



### 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 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 or at an Athlon Service Center, failing which by the brand dealer.

**10.4** Athlon bears the costs for maintenance, repair and replacement of parts and tires, 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.

**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 fuel, garage fees, interim oil refills, AdBlue, windscreen wiper fluid, cooling fluid and washing and polishing;



**c)** costs incurred because of the fault, carelessness/negligence of the Customer and/or of the persons for which he is responsible;

**d)** costs for premature replacement of tires 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-lease/vervangend-vervoer-en-assistentie>.

### 12. Special provisions regarding electric transport

**12.1** There are special provisions regarding electric transport. These provisions can be found at:

<https://www.athlon.com/nl/productvoorwaarden-lease/elektrisch>.



### 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 Customer must do this by filling in a European Accident Statement and sending it to Athlon. The Customer will not express any opinions about who is to blame.
- 13.2** The Customer bears the costs of all damage to the Object and corresponding accessories and of all damage that occurred as a result of the use of the Object and the Customer indemnifies Athlon against all third-party claims for damage, unless the damage is reimbursed by an insurance agency as referred to in Article 14 Insurance or unless it is covered as referred to in Article 15 Body- work 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 theft or 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 a copy of the 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, unless it has been agreed with the Customer that the Customer will place the risk with a Civil Liability for Motor Vehicles insurer of his choosing. If the Product Agreement states that the Customer is entitled to passenger insurance and/or driver and passenger insurance, Athlon will take out this insurance.
- 14.2** The Customer is liable for a deductible for bodywork damage-related claims or a deductible for Civil Liability Insurance for Motor Vehicles-related claims per insured loss event, as referred to in the Product Agreement. If the Customer is aged 23 or younger at the time of the loss event, a higher deductible for bodywork damage-related claims or deductible for Civil Liability Insurance for Motor Vehicles-related claims may apply. Athlon is entitled to amend the deductible for bodywork damage-related claims or deductible for Civil Liability Insurance for Motor Vehicles-related.
- 14.3** If the terms for insurance or cover change, these amended terms will apply to the Customer. The most recent version of the terms can be found at <https://www.athlon.com/nl/productvoorwaarden-lease/verzekerings-en-dekkingsvoorwaarden>. Athlon will pass on all changes to the terms for insurance or cover to the Customer. At the Customer's request, Athlon will send the most recent terms for insurance and cover. The Customer is obligated to make the most recent version of the terms for insurance and cover available to the User.
- 14.4** Athlon may switch insurance company without the Customer's consent, but only if the terms and conditions for insurance and cover are at least equal, in Athlon's opinion.
- 14.5** The Customer is obliged to follow all instructions given by or on behalf of Athlon and to comply with all the obligations arising from the terms for insurance and cover.

### 15. Bodywork risk allocation and recovery service

- 15.1** Athlon bears the risk for any bodywork damage to the Object caused by one or more external events, according to the component Risk Allocation Bodywork Damage of the terms for insurance and cover.
- 15.2** The Customer is liable for a deductible for bodywork damage-related claims 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** If the Product Agreement states that the Customer will insure the risk for bodywork damage to the Object himself, the Customer:
- a)** is obliged to have Athlon take care of the claims handling for each loss event and Article 13 applies,
  - b)** is not permitted without Athlon's written consent to manage the risk for bodywork damage. Athlon may attach conditions to this consent.
  - c)** is obliged to keep the Object insured until the time it is returned at an Athlon return center.
- 15.4** Athlon makes the effort to claim the bodywork damage caused by a third party according to the Recovery service conditions referred to in the terms for insurance and cover, if the Customer is entitled to this. Athlon will repay the Customer the deductible for bodywork damage-related claims paid if the entire bodywork loss amount is recovered.
- 15.5** 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 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 grants Athlon the right. 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 to account by an authority or public sector body for violations of legal rules or criminal offences committed with the Object, the financial consequences will be for the Customer. In those cases, Athlon is entitled to disclose the 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 on return of the Object. If the Customer fails to return the Object after the Lease Term has expired, the Lease Term will be extended until the moment the Object is returned. Athlon may attach (additional) conditions to this consent. However, Athlon may decide to demand the return once the original Lease Term has expired.

**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:

- a)** If the Customer does not put the Object into use within the term set by Athlon;
- b)** If the Customer returns the Object without Athlon's consent during the Lease Term of a Product Agreement;
- c)** 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;
- d)** 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;
- e)** If in Athlon's opinion, the risk of bodywork damage can no longer be for Athlon because of the Customer's claims experience;
- f)** If the Customer no longer has the Object in his possession and has not recovered it within thirty days;

**g)** If the Object is used or suspected of being used for or in criminal acts;

**h)** If the Customer is placed in pre-trial detention or is sentenced to a term of imprisonment;

**i)** If Athlon feels this is necessary for any other reason.

The Customer will then return the Object to Athlon within one working day and after termination in accordance with this stipulated in article 19 (Return). If the Customer does not comply with this, Athlon can retrieve the Object. The Customer is obliged to fully cooperate.

**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 Usage Fee on the basis of historical data, the elapsed Lease Term and the kilometers driven. The recalculation is made with retroactive effect from the moment the Object is provided. The total Usage Fees due on the basis of recalculation will be reduced by the amount in Usage Fees that has already been paid.

**18.4** Cancellation of an order of the Object is considered as termination of the Product Agreement and all costs, including administrative fees and cancellation charges, are for the Customer.

**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.

### 19. Return

**19.1** The Customer returns the Object with all accessories and fittings and in the same condition as the Customer received it from Athlon, subject to customary wear and ageing, and in accordance with the terms and conditions that are set out on the following webpage:

<https://www.athlon.com/nl/productvoorwaarden-lease/teruggave>. The Customer is responsible for signing off the Object in a correct and timely manner via <https://www.athlon.com/nl/zakelijk/uw-leaseauto/teruggeven/inname>.

### 20. Excess or fewer kilometers

- 20.1** At the end of each user year and on termination of the Product Agreement, Athlon will settle any excess or fewer kilometers driven than the chosen kilometer plan. Athlon may always settle excess or fewer kilometers in the interim.
- 20.2** Athlon will establish the kilometers driven, adding the number of kilometers driven in the replacement vehicle, in the interim, based on the information available. The Customer is obligated to provide odometer readings at Athlon's request, failing which Athlon is entitled to estimate the number of kilometers.
- 20.3** On return of the Object, the kilometers driven will be established based on the odometer in the Object, increased by the kilometers 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 kilometers driven.
- 20.4** The actual kilometers driven are settled according to the agreed price for excess or fewer kilometers. This settlement will take into account any provisional settlement of kilometers driven and interim amendments of the Product Agreement.

### 21. Credit Registration Office (Bureau Krediet Registratie)

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

### 22. Personal data

- 22.1** When personal data are exchanged between the Parties in the context of operational lease and the Product Agreement, Athlon will be considered the controller for the personal data processed by Athlon and the Customer will be considered the controller for the personal data processed by the Customer.



### 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.

