



# CarNext Master Agreement

by and between:

LeasePlan Corporation N.V.,  
With registered office located in 1314 CJ Almere-Stad,  
P.J. Oudweg 41,  
(Referred to hereinafter as CarNext),

and,

.....  
with registered office located in  
.....  
.....  
.....  
.....  
(Referred to hereinafter as Car Trader),

Hereinafter also referred to singly as "The Party" and jointly as "The Parties",



Whereas LeasePlan Corporation N.V. is represented in and by:

**LeasePlan Australia Ltd.**  
607 St. Kilda Road, 8th floor  
Melbourne, VIC 3004  
Australia

**LeasePlan Österreich**  
Fuhrparkmanagement GmbH  
Clemens-Holzmeister-Strasse 6  
A-1100 Vienna  
Austria

**LeasePlan Fleet Management N.V.**  
Excelsiorlaan 8  
1930 Zaventem  
Belgium

**LeasePlan Brasil Ltda.**  
Praça João Duran Alonso, nº 34  
14th floor  
Sao Paulo / SP 04571-070  
Brasil

**LeasePlan Česká Republika s.r.o.**  
Office Park Nove Butovice - Building B  
Bucharova 1423/6  
Praha 13  
Czech Republic

**LeasePlan Danmark A/S**  
H.J. Holst Vej 3A-5A  
DK - 2605 Brøndby  
Denmark

**LeasePlan Finland Oy**  
Lars Sonckin kaari 14  
02600 Espoo  
Finland

**LeasePlan France S.A.S.**  
280 Avenue Napoleon Bonaparte  
92563 Rueil Malmaison Cedex  
France

**LeasePlan Deutschland GmbH**  
Hellersbergstrasse 10b  
41460 Neuss  
Germany

**LeasePlan Hungária Zrt.**  
Bocskai ut 134-146  
"B" building, III Floor  
1113 Budapest  
Hungary

**CarNext International**  
LeasePlan Supply Services AG  
Blegistrasse 1  
6343 ROTKREUZ  
Switzerland

**LeasePlan India Ltd.**  
2nd Floor, Tower "A" Millennium Plaza  
Sector 27  
Gurgaon 122002  
India

**LeasePlan Fleet Management Services (Ireland) Limited**  
LeasePlan House, level 1  
Central Park, Leopardstown  
Dublin 18, Ireland

**LeasePlan Italia S.p.A.**  
Viale Alessandro Marchetti, 105  
00148 Roma  
Italy

**CarNext Italia S.r.l.**  
Via Guido Miglioli 2/A  
Cernusco sul Naviglio (MI)  
Italy

**LeasePlan Luxembourg S.A.**  
Z.A Am Bann  
7, rue Nicolas Brosius  
L-3372 Leudelange  
Luxembourg

**LeasePlan México, S.A. de C.V.**  
Blvd. Manuel Ávila Camacho 138 –  
Mezz.  
Col. Lomas de Chapultepec C.P. 11000  
México, D.F

**LeasePlan Nederland N.V.**  
Wisselweg 31-33  
1314 CB Almere-Stad  
The Netherlands

**LeasePlan New Zealand Ltd.**  
Level 3, 632 Great South Road  
Ellerslie, Auckland 1051  
New Zealand

**LeasePlan Norge AS**  
Brynsengevien 10  
0667 Oslo  
Norway

**LeasePlan Hellas SA**  
17 A. Papandreou St.  
15124 Maroussi  
Athens  
Greece

**OverLease S.r.l.**  
Viale Alessandro Marchetti, 105  
00148 Roma  
Italy

**LeasePlan Romania**  
Sos. Pipera Tunari 4c  
Construdava Business Center, 5th floor  
Voluntari , Ilfov county

**LeasePlan Slovakia s.r.o.**  
Dúbravská cesta 2  
841 04 Bratislava  
Slovakia

**LeasePlan Servicios, S.A.**  
Avda. de Bruselas, 8  
28108 Alcobendas (Madrid)  
España

**LeasePlan Sverige AB**  
Råsundavägen 12  
169 67 Solna  
Sweden

**LeasePlan (Schweiz) AG**  
In der Luberzen 29  
CH-8902 Urdorf  
Switzerland

**LeasePlan Otomotiv Servis ve Ticaret A.Ş**  
Polaris Plaza Ahi Evran Caddesi  
N.1 K.3 Maslak 34398  
Istanbul – Turkey

**LeasePlan United Arab Emirates**  
Mafco Building, nr. 343  
3rd Floor  
4th Street Sector E-19/1  
Abu Dhabi  
United Arab Emirates

**LeasePlan UK Ltd.**  
165 Bath Road  
Slough, Berkshire SL1 4AA  
United Kingdom

**LeasePlan U.S.A., Inc.**  
1165 Sanctuary Parkway  
Alpharetta, GA 30009  
United States

**LeasePlan Fleet Management Polska SP. z.o.o.**  
ul. Domaniewska 52  
02-672 Warsaw  
Poland

**Nolauto Genova System S.r.l.**  
Via Bombrini, 11  
Genova  
Italy

This agreement sets forth the terms and conditions under which the Car Trader may purchase the Vehicles, in accordance with the procedure for assignment provided for herein under which relies on the CRI system that is made available to Car Trader by CarNext.



1.	Introduction.....	4
2.	Definitions.....	4
3.	Operational terms and conditions .....	5
3.1	Internet application and accessibility.....	5
3.2	Vehicles on offer.....	5
3.2.1	General Vehicle information.....	5
3.2.2	Condition of the Vehicle – Appraisal Report .....	5
3.3	The Bidding Processes.....	5
3.3.1	The closed Bidding Process.....	6
3.3.2	The open Bidding Process (online auction).....	6
3.3.3	The fixed price list (with buy now button) .....	6
3.4	Evaluation of the Car Trader.....	6
4.	Sales.....	7
4.1	Sales Notification.....	7
4.2	Invoice.....	7
4.3	Payment of the Vehicle.....	7
4.4	Dissolution of the sale / Sales retention.....	7
5.	Delivery of the Vehicle.....	7
5.1	Location of delivery & opening hours .....	7
5.2	Documents and keys .....	8
5.3	Acceptance of the Vehicle .....	8
5.4	Required documents for export.....	8
6.	Causes of Force Majeure .....	8
7.	Confidentiality .....	8
8.	Legal & Jurisdiction.....	8
9.	Term & Termination of the agreement .....	9
10.	Code of Ethics.....	9
11.	Previous agreements .....	9
12.	Addenda .....	9



## 1. Introduction

LeasePlan Corporation and its subsidiaries are a leasing and fleet management provider for commercial vehicle fleets. After termination of the leasing contracts, the LeasePlan subsidiaries sell these Vehicles to professional and private markets. The international commercial organisation in charge of the sale of the Vehicle is called CarNext.

The contractual terms governing the respective Vehicle purchase contracts, as agreed by CarNext and the Car Trader, are laid down in the present Master Agreement and the attached & signed addenda which are an effective supplement to this Master Agreement. When the Car Trader is regularly buying Vehicles in a country, an addendum specific to that country will have to be agreed and signed.

## 2. Definitions

**CarNext:** The international commercial organisation in charge of the sale of the Vehicle of the LeasePlan Corporation's subsidiaries;

**LeasePlan Corporation:** The leasing and fleet management provider for commercial Vehicle fleets;

**Car Trader:** The Company buying Vehicles offered by CarNext;

**CRI:** The current internet application where traders can place his Bids;

**Bid:** A confirmation on the internet application (currently CRI) of a Car Trader indicating the price he/she wants to give for a certain Vehicle;

**Bidding Process:** A Bidding Process on the CRI platform, administrated by CarNext;

**Bidding Agent:** A tool in the open Bidding Process to keep on bidding without the need for staying online during the Process;

**Vehicle:** Any vehicle that is offered via the CRI platform to the second hand market.

**Trader Fee:** An administrative fee that will be invoiced on top of the vehicle.

**Appraisal Report:** A description on the vehicle's body damage according to the UFWT guidelines;

**UFWT guidelines:** Unfair Wear and Tear guidelines. These are the guidelines that define the damages that are represented in the damage (appraisal) reports.

**FWT:** Fair Wear and Tear. This is the definition of small damages and will not be represented on the damage (appraisal) reports.

**Website:** The website of CarNext: [www.CarNext.com](http://www.CarNext.com)

### **3. Operational terms and conditions**

#### **3.1 *Internet application and accessibility***

CarNext shall furnish the Car Trader with a password granting him access to an authorised environment (CRI) via the Internet. The Car Trader shall be obliged to treat this password confidential, use it for the Car Trader's own purposes exclusively, and not make it available to any third Party. The Car Trader shall notify CarNext without delay of any loss of the password. CarNext shall be obliged to deactivate the password and thus the CRI access within one hour of being thus notified during common business hours.

Until this moment, the Car Trader shall be liable for any abuse of his password.

The Car Trader is aware of the fact that the password can be used to transact legally binding transactions in his name. Any risks related to the abusive use of the password shall be borne by the Car Trader.

The authentication credentials (login and password) will enable the Car Trader, through an authentication procedure, on-line access to the platform for the execution of the ensuing purchase procedure. The authentication credentials consist of a Car Trader identification code (login) associated with a confidential keyword (password) that will be known to the Car Trader only. CRI will automatically ask every user to change his/her password periodically.

Car Traders that did not buy any cars in the last six months will be de-activated, except for those previously authorised solely in connection with technical operation purposes. In addition, all credentials will be de-activated in the case of loss of the authorisation to take part in on-line purchase procedures, at the unfettered discretion of CarNext.

#### **3.2 *Vehicles on offer***

##### **3.2.1 General Vehicle information**

When entering the CRI application, the Car Trader will have access to different Vehicles offered by CarNext. For each Vehicle offered, CRI will provide the following data: make/model/type; colour; date first registration; number of kilometres (mileage); VIN number; main options on the car; number of doors; the body damage, defined in accordance with LP international Fair Wear and Tear-norm; technical defects insofar as these are known by CarNext at the time of the sale of the Vehicle and the catalogue price of the car, options included.

##### **3.2.2 Condition of the Vehicle – Appraisal Report**

CarNext agrees to verify the condition of the Vehicles to be marketed and to identify at least any damage to the Vehicles in accordance with unfair wear and tear (UFWT) guidelines. These UFWT guidelines may change over time and are always accessible via the Website.

This information implies no guarantee on the good working of the car. CarNext's aim is to inform the Trader in a full and proper manner on the condition of the Vehicles. If a technical defect is known, CarNext will inform the Car Trader. However, it is not possible for CarNext to be aware of any possible technical defect. (e.g. not reported by the customer on handing over the car, or not reported to the "Technical" department during the lease contract)

#### **3.3 *The Bidding Processes***

CarNext can offer Vehicles in different selling methods and in different sales channels. All Bids must be divisible by 100 and are net (without VAT). No Bids will be accepted outside the CRI Platform. The Car Trader acknowledges and agrees that by placing a Bid on (a) Vehicle(s), he represents warrants and covenants:

- (i) that it shall not misrepresent its ability to close the transaction pursuant to and in accordance with these terms and conditions,
- (ii) that it has the capacity to close the transaction,
- (iii) that it has actual authority to enter into a Bid and to accept the Terms and Conditions of Use or to enter into any agreement to purchase the Vehicle(s),
- (iv) that any Bid it makes on (a) Vehicle(s) constitutes an irrevocable offer to buy the Vehicle(s) for the full amount of the Bid, the trader fee and the VAT if applicable. The Car Trader acknowledges and agrees that it shall be responsible for the payment of all amounts owed for a winning Bid including but not limited to applicable taxes.

CarNext explicitly assures not to have any insight into the bidding agent, or to create a possibility to have access to bids or bidding agents in addition, not to be able to manipulate bids or bidding agents.

### **3.3.1 The closed Bidding Process**

In this Bidding Process the Car Trader can enter his Bid without any knowledge of the Bids of the other participants. The Bid must be finished before the auction end. After the auction end, CarNext will review the Bids and assign the Vehicle when the achieved highest Bid is accepted.

### **3.3.2 The open Bidding Process (online auction)**

In this Bidding Process the Car Trader can enter his Bid above the actual highest Bid. The Bid must be finished before the auction end. After the auction end, CarNext will review the Bids and assign the Vehicle when the achieved highest Bid is accepted.

At the end of a Bidding Process, the "extension time" will be activated. This means that the Bidding Process closes only when Carnext has not received any Bids after the last Bid during the extension time. E.g. if the extension time is 1 minute and the closing time is 10:00. =>the Bidding Process remains certainly open until 10:00, and closes after 10:00 if Carnext did not receive any Bids during 1 minute after the last Bid.

The current highest Bids for each vehicle are displayed to the Car Traders, after using the refresh button. At this time, the Car Trader can increase his Bid during the announced bidding period. As an option, the Car Trader can activate a Bidding Agent for each vehicle. To do so, the Car Trader places his maximum amount for the respective Vehicle into its Bidding Agent. The Bidding Agent automatically submits Bids, which are 100 €net higher than the current highest Bid, but only up to the his defined maximum amount.

After each Bid the current highest Bid will be shown to the Car Trader. If the manual given Bid is not shown as the highest Bid, and is immediately overbitten, it is the response of a Bidding Agent from another Car Trader in the auction. The Car Trader can see his cars with the current highest Bids in the column "my highest Bids", other Bids in the column "my other Bids" and cars without Bids in "remaining cars". The Car Trader can see the current status of the auction by pushing "refresh" or navigating between the 3 tabs.

If equal amounts are entered in Bidding Agents the latest given Bid will be seen as the highest Bid.

### **3.3.3 The fixed price list (with buy now button)**

On this list the Car Trader can buy a Vehicle by simply clicking on the buy-now button.

## ***3.4 Evaluation of the Car Trader***

The Car Trader will be evaluated on the timely payment behaviour, the timely pick-up behaviour, the claim behaviour as well as the professionalism in the different contacts with CarNext and the respect for the Code of Ethics.

If these conditions are not met with, or for any other reason deemed important by CarNext, reserves CarNext the right to temporarily or definitely not recognize him as a Car Trader and to stop allowing him to make any further Bids. Access to the CRI platform will then be withdrawn by CarNext.

## **4. Sales**

### **4.1 Sales Notification**

The receipt of the Notification of Sale shall constitute the purchase agreement of the vehicle between the Car Trader and CarNext under the resolute condition that payment of the purchase price and any other amounts due will be paid via bank transfer within five working days after the date of Notification of Sale by the Car Trader. In addition, CarNext reserves the right to exclude the Car Trader from future trading on the CRI Platform in the event payment is not made within due time.

### **4.2 Invoice**

CarNext will prepare an invoice for the assigned Vehicle without delay. The invoice will include the price of the car, the trader fee and the local VAT rate. If the Car Trader is from another country than the selling country, the invoice will be prepared without VAT, if allowed by the local tax law. If, for any reason, the required documents are not delivered to CarNext in time, it will prepare an invoice with VAT, due for payment without either deductions or delay.

### **4.3 Payment of the Vehicle**

The Vehicle invoice is due for payment without either deductions or delay. All payments shall be done by bank transfer.

### **4.4 Dissolution of the sale / Sales retention**

CarNext offers the opportunity to the Car Trader to inspect the Vehicle at the delivery site. The Car Trader shall always conduct a detailed inspection of the car, as well as carry out a check on the documents provided in order to establish that they are complete.

If the Vehicle does not comply with the offered Vehicle information on the CRI Platform and /or if the Vehicle has more Unfair Wear and Tear damages than stated on the appraisal report an/or if the Vehicle has a technical damage which was not mentioned on the offer list the Car Trader is entitled to report a claim towards CarNext, if the damage is essential. Each claim should be addressed to the CarNext office of the selling country. If the claim is accepted, CarNext will renegotiate the selling price. If no agreed selling price is possible, CarNext will preserve the right to cancel the sale. Any cost already executed on the Vehicle shall not be claimable.

## **5. Delivery of the Vehicle**

### **5.1 Location of delivery & opening hours**

The location of the Vehicle will always be mentioned in the Bidding Process. Address information and opening



hours of the pickup sites are available on the Website. The Car Trader will collect the car at this location. The Vehicle shall be delivered to the Car Trader upon receipt of the payment of the purchase price and any other amounts due by the Car Trader.

## **5.2 Documents and keys**

CarNext will deliver the Vehicle with all the required official documents and the number of keys as mentioned in the Appraisal Report

## **5.3 Acceptance of the Vehicle**

When the Vehicle is delivered to the Car Trader, and no claims have been registered within 72hours after pickup, CarNext presumes that the Car Trader accepts the Vehicle in full.

## **5.4 Required documents for export**

The Car Trader shall ensure that all required documents for export are available and compliant with local law. The required documents can be found on the Website.

# **6. Causes of Force Majeure**

No Party shall be held responsible for the non-performance of the obligations provided for in this Agreement if such non-performance is due to events of force majeure or impediments of law. The Parties agree that the following will be considered cases of force majeure (including and not limited to): strikes, natural disasters, wars, civil riots, fire, and interventions by civil and military authorities.

# **7. Confidentiality**

The Parties agree not to disclose the details of this Agreement. All data and information exchanged will be used strictly in connection with the due performance of this Agreement. The Parties note that the user codes and passwords are personal and non-assignable, under penalty of termination of this Agreement.

# **8. Legal & Jurisdiction**

If one or several of the provisions of this Master Agreement or any other agreement between the Parties hereto were to be or become ineffective, this shall not affect the continued validity of the remaining provisions or agreements.

Both Parties will have any disputes in relation to the validity, interpretation and fulfilment of this agreement settled solely by the courts with jurisdiction in the country of the seller. This Master Agreement is governed by the law mentioned in the addenda.

In any case of an objection between this Master Agreement and the addenda, the terms and conditions of this Master Agreement shall prevail, unless the terms & conditions of this Master Agreement violate the agreed law.

## 9. Term & Termination of the agreement

The term of this Agreement is (1) one year as of its execution and delivery. Once this term has elapsed, the Agreement will be tacitly renewed year by year, unless either Party should send to the other notice of termination that shall be communicated at least 15 (fifteen ) days prior to each single expiry by registered letter with return receipt .

## 10. Code of Ethics

CarNext applies the highest standards in terms of integrity, openness, propriety, reliability and social responsibility.

The highest ethical and moral standards also apply to CarNext and, among other things, it is forbidden to:

- trade in cars outside the usual sales channels;
- trade in cars below their market price;
- accept any unusual or favourable benefits;
- offer cars with modified odo meter readings;
- offer cars who haven't been bought yet; (auctioneers are excluded from this rule.)

The Car Trader will refrain from approaching or attempting to approach any employee of CarNext in any way for the purpose of entering into an agreement and/or attempting to obtain information that may help it to acquire a Vehicle.

Furthermore, information about CarNext or its employees will under no circumstances be passed on to any competitive Car Trader or lease company.

Gifts, presents or benefits in any form are only permitted if they are clearly and unequivocally accepted in the context of the international standards of ethical conduct.

Gifts with a value in excess of €200 must be approved in writing by the recipient's direct superior.

This code of ethics is applicable for an indefinite period.

No additional verbal arrangements will be made.

## 11. Previous agreements

All agreements, both written and oral, and the correspondence between the Parties as to the subject-matter of this Agreement, reached prior to the execution and delivery of this agreement, are superseded.

## 12. Addenda

All signed addenda to this Master Agreement are an extension of this Master Agreement.

For CarNext:

For Car Trader



Wolfgang E. Reinhold  
Group Senior Vice-President  
Car Remarketing, Operations & Procurement



Name:

[Name local ops director]  
operations director  
LeasePlan [country]

[Name local manager cr]  
manager car remarketing  
LeasePlan [country]