



GENERAL TERMS AND CONDITIONS
(in force from 08-2021)

BNP PARIBAS LEASE GROUP LUXEMBOURG S.A. (hereinafter BPLGL S.A.) agrees to enter into a contractual relationship with a lessee on an intuitu personae basis.

Preamble

The relations between parties shall be governed exclusively by the leasing general terms and conditions and the lease agreement concluded between BPLGL S.A. and the lessee.

Where applicable, the leasing general terms and conditions shall apply to the guarantor(s) cited in the collateral section of the lease agreement, notwithstanding the use hereinafter of the term the "lessee". BPLGL S.A. can amend the leasing general terms and conditions at any time, in particular to take account of legislative or regulatory changes, or modifications to BNP Paribas group principles or usual practices.

The lessee will be informed of any changes in accordance with article 12 of these general terms and conditions. The lessee will be deemed to have approved these changes failing notification of any objection prior to the date on which they enter into force.

Article 1. Object of the lease agreement

1.1. Pursuant to the lease agreement, BPLGL S.A. shall make available to the lessee goods purchased for that purpose. At the lessee's request BPLGL S.A. acquires, from a supplier designated by the lessee, the goods chosen by the latter, with a view to leasing them to said lessee.

1.2. BPLGL S.A. is authorised to inform the supplier that the goods are acquired as part of a leasing transaction and to communicate to it, in case of need, the name of the lessee.

1.3. The leasing period and the rental payments due by the lessee are specified in the lease agreement. The goods described in the lease agreement are referred to hereinafter as the "equipment".

Article 2. Start of the lease agreement and delivery of the leased equipment

2.1. This lease agreement shall be binding on the parties as of its signature.

2.2. The lessee shall have no recourse against BPLGL S.A. on the grounds of the non-performance or a delay in the performance by the supplier of its obligations. If the purchase terms agreed with the supplier provide for one or several payments on account before delivery of the equipment, BPLGL S.A. shall make such payment. The financial conditions governing said payment(s) on account shall be specified in the lease agreement. The payment(s) on account shall be subject to pre-financing interest calculated at the rate specified in the lease agreement for the period between the date of the payment(s) on account and the date the lease agreement comes into force. The lessee undertakes unconditionally to repay this payment on account to BPLGL S.A. in the event of the non-performance in full or part of the purchase agreement. As soon as the amount has been repaid in full to BPLGL S.A., the lessee 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 lessee, in accordance with the arrangements agreed between the lessee and the supplier; BPLGL S.A. must be informed in writing of the arrangements. At the time of delivery, the lessee acts in its own name on behalf of BPLGL S.A.

2.4. Unless otherwise agreed, delivery shall be made under the lessee's responsibility, at its risk and expense. It is its responsibility to ensure that it has the necessary facilities available for the equipment to be correctly delivered.

2.5. At the time of delivery, the lessee shall check that the equipment conforms to the order, that it complies with applicable technical standards and requirements, that it is in apparent good condition and that it is accompanied by the necessary documents for its use.

2.6. If the lessee refuses delivery of the equipment or if the equipment has not been delivered on the agreed date, the lessee shall inform BPLGL by registered letter with acknowledgement of receipt. If the lessee determines that the equipment does not comply with the agreement or is defective, then the supplier must be informed immediately by registered letter with acknowledgement of receipt, with a copy sent to BPLGL noting that the lessee undertakes not to keep the equipment. In the event of a refusal to accept delivery of the equipment or delivery default by the lessee on the agreed date, or if BPLGL invokes expiry of the order, the lessee shall be responsible for reimbursing BPLGL for any sums it has already paid, together with interest calculated at the reference rate from the date of settlement to the date of reimbursement by the lessee. In this instance the lessee shall indemnify BPLGL against any penalties related to the rights and recourse of the supplier, and shall also be liable for fixed compensation of 10% of the amount of the penalty. When delivery has been completed to the lessee's satisfaction, an acceptance certificate shall be signed by both the lessee and the supplier. A copy of this acceptance certificate must be sent by the lessee to BPLGL S.A.

2.7. The delivery of the equipment to the lessee, even without signature of an acceptance certificate, constitutes the lessee's unreserved acceptance and discharge for BPLGL S.A. The same shall apply in the event that the acceptance certificate is signed by a person who is not authorised to do so, either by the lessee or by BPLGL S.A.

2.8. In the event of a "sale and lease back" transaction, the lessee, owner of the equipment, sells it to BPLGL S.A. with a view to leasing it back under a lease agreement. The lessee retains possession of the asset whose ownership is transferred to BPLGL S.A. The terms and conditions of the transaction are governed by a sales agreement between BPLGL S.A. and the lessee.

Article 3. The lessee's obligations with regard to the performance of the lease agreement

3.1. The lessee enters into its obligations hereunder at its own risk. It guarantees jointly and severally the performance by the supplier of its obligations with regard to BPLGL S.A.

3.2. It shall be liable, vis-à-vis BPLGL S.A., for any damage resulting from the non-performance or incorrect performance of the obligations laid down in article 2.

3.3. It is its responsibility to ensure that it has the necessary facilities for the functioning of the equipment.

Article 4. Ownership of the equipment

4.1. The equipment is the property of BPLGL S.A. The lessee undertakes to mark the equipment in a permanent and conspicuous way as being the "Property of BPLGL S.A."

4.2. The lessee represents that it has the necessary approvals and expertise to install and use the equipment. It undertakes to comply with any new regulations that may be introduced in the future.

4.3. The equipment shall be used for the lessee's business operations. The latter may not divest itself of the equipment without the prior written consent of BPLGL S.A. BPLGL S.A. or the person appointed by it shall have the right to inspect the equipment at any time, wherever it may be. If the equipment is used privately, it must be reserved for the lessee's own use.

4.4. The lessee may neither sublet the equipment, nor assign its rights under the lease agreement, without the express agreement of BPLGL S.A. The latter may transfer its rights vis-à-vis the lessee to a bank or another leasing company. If BPLGL S.A. approves subletting, the lessee nevertheless remains bound by all obligations arising from the lease agreement and the leasing general terms and conditions.

4.5. In the event of the transfer of the business to which the equipment is assigned and, when the lessee is a legal entity, in the event of a change of legal form or a change in shareholding of said entity, as well as in the case of a merger or demerger, the lessee must obtain the prior written consent of BPLGL S.A.



before assigning or transferring the lease agreement. Without having to justify its decision, BPLGL S.A. is entitled, in the event of non-compliance with the aforementioned provision, to terminate the lease agreement in accordance with article 9.1. below.

4.6. Regardless of its nature and use, the equipment may not be physically incorporated in the building where it is installed. If the lessee does not own said building, or ceases to be its owner during the term of the lease agreement, it undertakes to inform the owner that the leased equipment does not belong to it and that it may not be subject to a lien as provided for in article 2102, 1 of the Civil Code. The same information must be provided to the holder of a pledge over the lessee's business or of a preferential lien. The lessee must provide BPLGL S.A. with proof that it has fulfilled these obligations, but BPLGL S.A. shall have no liability in the event of the lessee's failure to fulfil such obligations.

4.7. The lessee must inform BPLGL S.A. immediately, orally or by fax, followed by confirmation by registered letter, of the occurrence of any of the following:

- a) a third party seizes or obtains an attachment order over all or part of the leased equipment; in such cases, the lessee must inform the distraining party that the equipment belongs to BPLGL S.A.;
- b) all or part of the equipment is involved in an accident;
- c) all or part of the equipment is stolen, destroyed or damaged, or is requisitioned or expropriated by a public authority;
- d) the building where the equipment is installed is subject to a request for expropriation in the public interest.

Article 5. Lease payments

5.1. The agreed rental payment is to be made in accordance with the arrangements defined in the financial terms and special conditions of the lease agreement. Any rental payment not made by the due date shall automatically attract interest at the rate of 1% per month, without the need for issuance of formal notice to pay.

5.2. All present and future levies, taxes and costs of any kind due in connection with the lease agreement or imposed directly or indirectly on the equipment shall be borne by the lessee.

5.3. Unless otherwise stipulated, the rental payment obligation shall enter into force on the first day of the month following delivery of the equipment, without prejudice to the case provided for in sub-paragraph 2 of article 2.2. above.

5.4. Unless otherwise stipulated, lease payments shall commence in the amount and for the period cited in the financial terms and special conditions of the lease agreement on the first day of the month following delivery of the equipment. Unless otherwise stipulated, the lessee is liable for an interim lease payment (payment for use) for the period between the delivery date and the first day of the following month calculated pro rata temporis and based on the level of lease payment provided for in the lease agreement. The final amount of this interim lease payment shall be notified to the lessee by BPLGL S.A. at the moment the lease agreement comes into force. This amount is payable at the same time as the first lease payment.

5.5. The rental payment obligation shall not be suspended by any claim or dispute whatsoever. The lessee expressly waives the right to offset, including statutory offsetting, its rental debts against any debt claim that it might hold against BPLGL S.A.

Article 6. Use of the equipment

6.1. The lessee undertakes to use the leased equipment with due diligence in accordance with its intended purpose. It must maintain it in accordance with the maintenance and service instructions established by the manufacturer or the supplier. If the equipment is damaged, regardless of the cause (normal use, accident, malicious act, force majeure, hidden defect, etc.), the lessee must have it repaired at its expense. It must also comply with the conditions specified by the manufacturer or the supplier when they recommend the use of a specialised or named maintenance service.

6.2. The lessee may attach accessories to the leased equipment provided that they are not likely to reduce its value or prevent it from being used for its intended purpose. Any damage caused by such accessories must be repaired by the lessee. The accessories automatically become the property of BPLGL S.A. and are part of the leased equipment. When the equipment is returned, for whatever reason, BPLGL S.A. may require the accessories to be removed and the equipment restored to its previous condition, at the lessee's expense.

Specific provisions concerning vehicles

6.3. The lessee shall comply, on its own responsibility and at its expense, with legislation applicable to the leased equipment regarding transport, insurance and road traffic rules, as well as technical and tax inspections. It shall be solely liable for any harmful consequences for BPLGL S.A. that might result from non-compliance with such legislation and shall hold the latter harmless from any such consequences.

6.4. The lessee undertakes to make the leased equipment available for technical inspection whenever required. BPLGL S.A. is entitled to ensure that the lessee complies with this obligation. After each technical inspection of the leased equipment, the lessee shall inform BPLGL S.A. in writing of such inspection and any comments made by the technical inspection service, attaching a copy of the inspection certificate.

6.5. If the lessee fails to present the leased equipment for such technical inspection on the day and at the time set, BPLGL S.A. shall be entitled to entrust this responsibility to another driver at the lessee's expense, without the latter being entitled to object to this temporary unavailability of the equipment.

6.6. The lessee shall be solely liable for any harmful consequences that may arise for BPLGL S.A. as a result of any failure or delay in presenting the leased equipment for such technical inspection, or for any failure to implement the repairs or corrections required by the inspection service.

6.7. The equipment shall be used in accordance with the statutory provisions on the transportation of freight and passengers laid down in the law on road transport and its implementing regulations, as well as, where applicable, with the law regulating taxi services.

Article 7. Warranty

7.1. The lessee must familiarise itself with the warranty conditions stipulated in the purchase contract, as well as the statutory warranty conditions and the liability periods.

7.2. Throughout the contractual warranty period, the lessee must inform the supplier promptly by registered letter, with full details, of any defects found in the equipment during its use. It shall also be bound by this obligation even if it has taken delivery of the equipment despite the defects noted. If the defects are not remedied by the supplier, the lessee must inform BPLGL S.A. no later than one month before the expiry of the contractual warranty period. In any event, the lessee shall be solely liable for the harmful consequences of its inaction. A copy of all letters sent by the lessee to the supplier must be sent to BPLGL S.A.

7.3. BPLGL S.A. shall have no liability for any hidden defects affecting the equipment. No recourse may be exercised against it on the grounds of any such defect. Moreover, it shall have no liability for defective products. It assigns to the lessee all its rights against the vendor and the manufacturer of the equipment. BPLGL S.A. may also require the lessee to assert the rights resulting from the contractual warranty and those relating to defective products against the supplier and the manufacturer respectively. Claims under these warranties shall be made in the name of the lessee, at its expense and risk, but on behalf of BPLGL S.A.

7.4. In asserting the rights resulting from the warranty, the lessee is not released from its contractual obligations towards BPLGL S.A. In particular, it shall not be entitled to either suspend or obtain a reduction in the rental payments during the period when the equipment is unusable or only partially usable.

7.5. BPLGL S.A. does not warrant that the equipment is fit for the purpose for which the lessee intends to use it, and the obsolescence of the equipment, whether occurring during the lease or pre-existent, shall not result in either the termination of the lease agreement or a reduction in rental payments or any compensation whatsoever.

Article 8. Risks, damage and insurance

8.1. The equipment shall be assembled at the lessee's risk.

8.2. The lessee shall be solely liable, except for its right of recourse against the supplier and the manufacturer, for any damage caused to it or third parties by the leased equipment or its use, even if the damage is caused by a defect of the equipment. The foregoing is without prejudice to the guarantee resulting from article 3.1.



8.3. The lessee undertakes to take out and maintain, throughout the term of the lease agreement, insurance covering its civil liability towards third parties in connection with the use and storage of the equipment, including damage due to the structure of the equipment. In the case of a vehicle lease agreement, the lessee shall in addition comply with legal requirements on compulsory motor vehicle civil liability insurance.

8.4. The lessee also undertakes to take out and maintain, throughout the term of the lease agreement, insurance in favour of BPLGL S.A. covering, in particular, the risks of theft of the equipment, its destruction by fire, explosion, lightning, flooding and falling aeroplanes, as well as the risks resulting from the use of the equipment, such as handling errors, any accidental damage of whatever kind, etc., including in all cases new-equipment replacement cost coverage, increased by taxes and ancillary expenses. In the case of vehicle leasing, the lessee shall take out, at its expense and in favour of BPLGL S.A., insurance covering the risks of fire, theft and material damage. The lessee surrenders its right to any indemnities due as a result of this aforementioned insurance to BPLGL S.A. and mandates BPLGL S.A. to notify this assignment by any medium whatsoever to the insurance company covering the risks described.

8.5. The insurance contract shall be taken out before the delivery of the equipment, with a company approved by BPLGL S.A. The lessee shall provide BPLGL S.A. with proof of the existence of the insurance contract and payment of the premiums and, upon request, with confirmation issued by the insurance company. The policy covering the risks of total or partial loss of the equipment shall stipulate that in the event of a claim, the insurance settlement shall be payable exclusively to BPLGL S.A. and that the insurance company must inform the latter of any grounds for termination or suspension of the cover, failing which such termination or suspension shall be unenforceable against it. Failing notification to BPLGL S.A. of the insurance policy, BPLGL S.A. may conclude an insurance contract at the lessee's expense.

8.6. The lessee shall be liable for the loss or damage of the equipment. In the event of theft or loss, for whatever reason, the lease agreement shall be terminated. BPLGL S.A. shall be entitled, as a final settlement, to a sum equal to the total of all remaining rental payments, increased by the residual value specified in the lease agreement. If the insurance settlement does not cover the totality of this sum, the lessee must pay the difference.

Article 9. Grounds for terminating the lease agreement

9.1. BPLGL S.A. shall be entitled to terminate the lease agreement unilaterally, without the need for prior issuance of formal notice and with immediate effect, by giving notice to the lessee by registered letter:

- a) if the lessee ceases its professional activity or transfers, without the prior consent of BPLGL S.A., the lease agreement, in accordance with article 4.5. above;
- b) if the lessee company is dissolved;
- c) in the event of a change in the shareholding of the lessee company, without prior agreement of BPLGL S.A.;
- d) if a bill of exchange bearing the lessee's signature is protested or, in the event of an attachment order, even if it involves merely a protective order, being issued against it; if the lessee suspends payments, requests creditor protection or an out-of-court or legal scheme of composition with its creditors, applies for receivership or bankruptcy; in the event of the opening of collective proceedings, a new lease agreement may be concluded between BPLGL S.A. and the representative of the body of creditors, duly authorised for said purpose by the competent authority;
- e) in the event of the non-performance or a delay in the performance by the lessee of any of its obligations under the leasing general terms and conditions, in particular its obligations under articles 3 to 6 above, including the non-payment of a single lease payment on the due date;
- f) if the equipment is lost.

9.2. Where several lease agreements exist, BPLGL S.A. shall be entitled to terminate all of them if it is called upon to terminate one of them, on the grounds of the lessee's failure to fulfil its obligations. This right arises from the fact that BPLGL S.A. contracts with the lessee on an *inituitu personae* basis.

Article 10. End of the agreement and termination

10.1. If the lease agreement is terminated on one of the abovementioned grounds, the lessee must pay to BPLGL S.A., in addition to overdue and unpaid rental payments, increased by the interest specified in article 5.1. above, irrevocable flat-rate compensation corresponding to the remaining rental payments due between the day of termination and the end the lease agreement, as provided for in the agreement. This foregoing is without prejudice to article 8.6. in the event of loss of the equipment.

10.2. Unless otherwise advised by BPLGL S.A. within eight business days of the end of the lease agreement, for whatever reason, the lessee shall return the equipment to BPLGL S.A., in accordance with the latter's requirements. The equipment shall be returned to the warehouses of BPLGL S.A. or any other place indicated by the latter. A report shall be drawn up confirming the return of the equipment and specifying its condition. The equipment shall be returned assembled and in good condition allowing for normal wear and tear. The lessee is responsible for any damage other than normal wear and tear.

10.3. If the equipment is not returned in accordance with the deadline and conditions specified above, BPLGL S.A. shall be entitled to arrange for its immediate collection at the lessee's expense, without further formalities and without prejudice to all its other rights.

10.4. If the sales contract between the supplier and BPLGL S.A. is terminated, annulled or cancelled, for whatever reason, in particular because of an irregularity affecting the supplier's title, the lease agreement shall in turn be terminated. Because fulfilment of the supplier's obligations is guaranteed by the lessee, BPLGL S.A. shall nevertheless retain the rental payments already received and the lessee shall be required to pay it in addition an amount equal to the sum of all the rental payments not yet due and the residual value of the equipment. It shall in addition hold BPLGL S.A. harmless from and against any costs and losses whatsoever. The lessee is subrogated by BPLGL S.A. in its rights and actions against the supplier.

10.5. The lease agreement may not be terminated unilaterally, except for the right of BPLGL S.A. to terminate it in the cases specified in article 9. Moreover, the lease may not be renewed or extended tacitly.

Article 11. Right of option and return of the equipment

11.1. Except in the cases where the lease agreement is terminated before its full term (termination or annulment of the agreement, theft or loss of the equipment), the lessee has the choice, on the contractual expiry date, between three options:

- a) to return the equipment in accordance with article 10.2. above;
- b) to extend the lease agreement for a period to be determined. The monthly rental payment to be made for the new leasing period takes account of the depreciation of the leased equipment. It is calculated on the basis of the equipment's book value at the end of the lease agreement or, if it is lower, its estimated realisable value, and the term of the new leasing period. It is increased by VAT;
- c) to purchase the equipment. The purchase price, plus VAT, corresponds in principle to the equipment's book value at the end of the lease agreement. If, on that date, the estimated realisable value is less than the book value, the price to be paid by the lessee shall be reduced to that amount. The lessee shall bear all purchase-related costs.

The lessee must inform BPLGL S.A. of its decision by registered letter, within the three months preceding the expiry of the lease, and in any event no later than eight business days before that date.

11.2. If the lessee has not notified its decision by the eighth day preceding 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 lessee agrees that any information to be supplied by BPLGL S.A. to the lessees will be supplied on any paper medium or by electronic means (e-mail), via a website or by any other means agreed between BPLGL S.A. and the lessee. That information will be available on request by the lessee made to its usual contact.

12.2. A lessee who provides BPLGL S.A. with its e-mail address thereby consents to communicating with BPLGL S.A. via its e-mail address and therefore also to receiving information, including confidential information, by that means.

In such a case, the lessee represents that it is duly aware of the risks associated with that means of communication, including:



- The risk concerning integrity and interception: the transmission of e-mails cannot be guaranteed because the information sent in an unsecured manner online may be incomplete or distorted or may contain viruses. Information sent by e-mail may also be intercepted or copied by third parties. BPLGL S.A. therefore will not accept any liability for any disclosure resulting from the transmission of e-mails;
- Risk of interruption, delay or loss: the information contained in an e-mail may be lost or destroyed or may arrive out of time. The lessor may not therefore be held liable for any delay or loss in the transmission of messages (sent or received) or for any consequences thereof.
- Lack of confidentiality: the information contained in e-mails and/or attachments to e-mails sent, even where they are sent for the attention of and for use exclusively by the natural persons or entities to whom the e-mails are sent using the e-mail address or addresses provided, is transmitted online with no specific encryption processes. Furthermore, where an e-mail is sent by BPLGL S.A., it has no control over the persons who have or will in the future have access to the e-mail account associated with the e-mail or e-mails mentioned by BPLGL S.A..

BPLGL S.A. is expressly authorised, at the request of the lessee and via the e-mail address or addresses provided, to transmit any type of information or documents which may contain, for example, identifiable data and/or information relating to all the agreements entered into between the lessee and BPLGL S.A.. BPLGL S.A. therefore remains free to decide on the types of documents or information it is prepared to communicate by e-mail, and may not be held liable for the choices it makes.

The lessee accordingly represents that it is aware of and agrees to all the risks associated with this unsecured means of communication which does not guarantee the confidentiality of information or entirely prevent the risk of fraud and may have direct financial impacts and shall not hold BPLGL S.A. liable for any harmful consequences arising from its use.

In such a case, the lessee, with full knowledge of the facts, also authorises communication by e-mail between its agent or agents and BPLGL S.A. and between BPLGL S.A. and third-party professionals providing services for the lessee.

The lessee acknowledges and agrees that any signed document received by BPLGL S.A. by fax or any other means of communication previously accepted by BPLGL S.A. shall have the same legal validity and weight as evidence as an original.

The discharge contained herein shall remain in force until its written revocation notified to BPLGL S.A. by registered letter or sent to BPLGL S.A. by signed for delivery. BPLGL S.A.'s liability shall however only arise from expiry of the fifth working day following receipt of the notice of revocation.

12.2. Unless agreed otherwise, BPLGL S.A. must notify lessees of any change to the information referred to in section 12.1 in the same manner as the original.

12.3. BPLGL S.A. may not be held liable for any loss or damage caused at the time of transmission of that information.

12.4. Communications between BPLGL S.A. and the lessee shall be in the language agreed between BPLGL S.A. and the lessee as apparent from BPLGL S.A.'s files.

12.5. Communications from BPLGL S.A. shall be deemed to have been made as soon as they are sent to the most recent address (and/or e-mail address) indicated by the lessee in accordance with the agreed means of communication. BPLGL S.A. may not be held liable for loss or damage caused as a result of the lessee not receiving communications from BPLGL S.A.

12.6. The lessee must notify BPLGL S.A. in writing of any change of address and/or e-mail address), and shall otherwise be solely liable for all resulting consequences in general whatsoever.

Article 13. Fees, commissions and taxes

13.1. In return for services rendered to the lessee, BPLGL S.A. receives remuneration based on the fee structure chosen by the lessee and standard fees determined by the nature of the transactions. The lessee undertakes to pay BPLGL S.A. all interest, fees, charges and ancillary costs that it may owe to BPLGL S.A., as well as all costs incurred by BPLGL S.A. or costs to which it is exposed in the interests of the lessee in connection with the services provided.

13.2. The fee schedule set by BPLGL S.A., and any amendments to these fees by BPLGL S.A., shall be provided to the lessee as per article 12 of the leasing general terms and conditions.

13.3. In the event that the service requested or received by the lessee is not included in the fee schedule, then the lessee shall ensure that it receives information on the applicable fee from its usual contact person.

13.4. In particular, the lessee shall bear the following: postage, telecommunication and research fees; fees incurred by BPLGL S.A. as a result of any legal proceedings initiated against the lessee aimed at regularising or recovering its debt, or following measures undertaken against the latter by the authorities; fees incurred by BPLGL S.A. in the interests of the lessee; and any direct or indirect fees relating to the location and repatriation of the leased equipment.

Article 14. Addresses of the parties and notification

14.1. For the purpose hereof, all correspondence, notices and writs may be validly sent or served to the parties at the addresses indicated in the special terms and conditions. However, BPLGL S.A. reserves the right to use the last address notified to it by the lessee as address for service.

14.2. Whenever the lessee is required, under this agreement, to notify a document to BPLGL S.A., it must do so within three business days. Failing that, BPLGL S.A. shall be deemed not to have been notified and may act accordingly. Where such notification has to be given to a third party, BPLGL S.A. may, if the lessee fails to do so within three business days, do so itself at the lessee's expense. The failure by BPLGL S.A. to avail itself of this option shall confer no rights on the lessee.

Article 15. Personal data

15.1. Personal data means any information relating to an identified or identifiable natural person. BPLGL S.A. processes, as controller, personal data relating to the lessee, their agents and representatives.

15.2. BPLGL S.A. has drawn up a data protection notice that is available on its website <http://www.bnpparibas.lu/en/data-protection/> and that provides natural persons with all the information required by law concerning the processing by the Bank of their personal data. When the lessee provides BPLGL S.A. with the personal data of other natural persons (such as agents, representatives, employees, shareholders or ultimate beneficial owners), the lessee must inform said persons of the data protection notice and any updates thereto. The data protection notice may be amended in accordance with the rules specified therein.

Article 16. Third parties

The lessee acknowledges and accepts that BPLGL S.A. may subcontract some of its activities. BPLGL S.A. only subcontracts activities to authorised financial sector professionals, in accordance with the legal provisions in force.

Article 17. Complaints

17.1. Any complaints and communications may be addressed to BPLGL, free of charge.

17.2. More detailed information on the complaints handling procedure is available to the lessee upon request and following receipt of a complaint.

17.3. In the event of a disagreement with the Bank, the Client may file a complaint with the Luxembourg financial supervisory authority (Commission de Surveillance du Secteur Financier – CSSF), at 283 Route d'Arlon, L-1150 Luxembourg.

Article 18. Governing law and jurisdiction

The courts of the judicial district of Luxembourg shall have exclusive jurisdiction to rule on any disputes relating to the performance and interpretation of the lease agreement. The lease agreement is governed by Luxembourg law.
