

CONDITIONS TO BENEFIT FROM A WITHDRAWAL PERIOD

As the sale is a remote selling case, the customer benefits from a right of withdrawal under the terms and conditions set out in Appendix 1 of the general terms and conditions of sale of used traction batteries.

GENERAL TERMS AND CONDITIONS OF SALE OF USED TRACTION BATTERIES

ARTICLE 1 - OBJECT OF THE CONTRACT

The object of this contract is the sale by **Mobilize Financial Services** to the purchaser (hereinafter the "Purchaser" or the "Customer") of a traction battery identified on the Purchase Order, to be used for the functioning of a Renault brand electric vehicle (hereinafter the "Used Battery").

ARTICLE 2 – CONTRACT FORMATION AND WITHDRAWAL PERIOD

This contract applies from the signing of the order.

In the event of remote sales, when the contract does not directly relate to the professional activity of the Purchaser, the latter may withdraw within a withdrawal period of 14 days from the signing of the order and following of the Consumer law. In this case, the Purchaser can use the slip appearing in Annex 1.

ARTICLE 3 – DESCRIPTION OF THE PRODUCT

The purchaser is informed that the traction battery is sold second-hand, therefore it was rented beforehand as part of the battery rental activity carried out by Mobilize Financial Services and used for vehicle use.

The description of the Used Battery is mentioned on the Purchase Order.

ARTICLE 4 – PRICE AND TERMS OF PAYMENT

The price of the Used Battery is specified in the Purchase Order. The Purchaser agrees to pay **Mobilize Financial Services** the price of the Used Battery in cash. Cash payment can be made by direct debit from the Buyer's bank account or by bank transfer to **Mobilize Financial Services**

ARTICLE 5 – TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership of the Used Battery will be effective once payment has been made in full. In the event of total or partial default in payment, **Mobilize Financial Services** reserves the right to retain ownership of the Used Battery. The Purchaser is informed that he undertakes to bear all risks of loss or damage related to the Used Battery from its receipt.

ARTICLE 6 – INSURANCE

Upon receipt of the Used Battery, the Purchaser must inform his car insurer of the purchase of the battery and request, if necessary, the update of his insurance contract accordingly. In the event that the insurer refuses to insure the electric vehicle in "FULL PURCHASE" mode (chassis and battery in full ownership), the initial lessor of the Used Battery will be released from any legal obligation regarding the Purchaser in the event of loss or damage, and regarding third parties in the event of a damage or accident.

ARTICLE 7 – WARRANTIES

a)

Legal warranty

The Used Battery sold in the Netherlands is covered by the guarantee against hidden defects provided for by article 7:17 BW, following of the Civil Code and by the guarantee of conformity of the product with the sale contract to the consumer provided extracts of which are reproduced in this document. The conditions of implementation and the content of the legal guarantees are described below :

b) Contractual warranty

The Purchaser is informed that, from the signing of this contract:

- the Used Battery is no longer covered by the warranty commitments that were in effect when it was rented;
- the Used Battery will benefit from a manufacturer's warranty called "FULL PURCHASE", of which the general conditions are defined below and which **takes into account the age of the vehicle:** if the age or mileage of the vehicle at the date of sale exceeds the duration or distance of coverage provided for in the aforementioned general conditions (whichever comes first), the Used Battery will not be subject to any contractual warranty coverage.

Moreover, although the sale of the Used Battery is carried out by the initial lessor, the former owner of the product, the latter is released from any obligation related to the warranty: in the event of a proven malfunction of the Used Battery, the Purchaser must go to a member of the Renault network in order to carry out a diagnosis.

ARTICLE 8 – RECYCLING

At the end of life of the Used Battery, or the electric vehicle, the Purchaser commits not to abandon his vehicle or his Used Battery, these must be treated by qualified professionals.

The Purchaser must drop off the vehicle at the identified collection points, of which the contact details can be obtained from the Renault network or from the website www.renault.nl

Finally, for authorization and safety reasons related to the commercialization of electric vehicle models, the Used Battery removal and recycling operations can only be carried out in an approved expert Z.E. center.

In the event of non-compliance with one or more of the afore mentioned commitments, the Purchaser shall be required to indemnify the initial lessor of the Used Battery and the manufacturer for any loss or damage linked to non-compliance with this commitment.

ARTICLE 9 – PERSONAL DATA

In application of the EU regulation n° 2016/679 known as the general data protection regulation (GDPR), personal data collected from the person (also known as the Purchaser or the Customer) in order to instruct the electric vehicle battery sales contract, are processed and recorded by **Mobilize Financial Services**, as data controller. These data make it possible to directly or indirectly identify a natural person. Some are mandatory to instruct and finalize the subject of the sales contract.

9.1 Data categories

Most of the information is collected directly from the person.

- The categories of data collected are as follows:
 - o Identity (e.g.: name, first name, postal address, email address, telephone number)
 - o Personal situation (e.g. family situation, socio-professional category)
 - o Payment / Payment (e.g.: direct debit)
 - o Follow-up of the commercial relationship (e.g.: order, after-sales interventions)
 - o Data necessary for carrying out loyalty, prospecting, study and polling actions
 - o Vehicle data (e.g. make, model, registration, chassis number, date of purchase, kms)
 - o Data related to the use of the vehicle (e.g. : connection data)
 - o Connection data (IP, logs, cookies, time stamp information, terminal identifiers)

9.2 Processing purposes and retention period

- The data are processed for the following purposes:

- Execution of the contract:
 - Management of the contract (s) (e.g. : management of the order, execution of the service or supply of goods, invoices and payments, recovery)
 - Management of complaints, after-sales service and guarantees
- Consent
 - Carrying out commercial prospecting and marketing actions
- Legitimate interest
 - Carrying out customer satisfaction surveys and studies
 - Monitoring of commercial activities
- Legal obligation:
 - Battery recall operation
 - Processing of customer rights
 - Keeping of general accounts and auxiliary accounts that may be attached to it.

- The data is kept for a necessary period calculated according to the following criteria:

- The time required to process the request, the Customer complaint or the execution of the battery sales contract
- The person's interest in advertising messages: 5 years after the end of the commercial relationship for customers
- The need to keep a history of interactions for the management of the commercial relationship
- Legal or regulatory obligations.
- Management of cookies, audience measurement of websites and Customer area: 13 months maximum from the day the user gives his consent.

9.3 Recipients of the data

The Customer's personal data may be shared with other entities of the Renault group, in particular the Customer Relations Department of Renault SAS; partners and service providers to the extent necessary to accomplish the tasks entrusted to them. Finally, **Mobilize Financial Services** may be required to communicate the Customer's personal data to third parties in

order to comply with any legal obligation or administrative or judicial decision.

9.4 Data transfer

The Customer's personal data may be transferred to a country located outside the European Economic Area. In such a case, **Mobilize Financial Services** pays particular attention to ensuring that this transfer is carried out in accordance with applicable regulations and to put in place guarantees ensuring a level of protection of the Client's privacy and fundamental rights equivalent to that offered by the European Union.

This transfer is governed by the standard contractual clauses of the European Commission. Server maintenance can also be performed by Renault's subsidiary RNTBCI in India. This processing is framed by guarantees ensuring a level of data protection equivalent to that offered by the European Union (in particular through the use of standard contractual clauses of the European Commission).

On simple request made to the address dataprotectionofficer-netherlands@rcibanque.com, the Customer can obtain more information on these transfers and the guarantees put in place.

9.5 Customer's right

The Customer has a right of access to his personal data. He may also request the rectification or erasure of his personal data (including personal data that could have been collected while he was a minor)

He also benefits from the right to oppose the processing of these, without reason in the case of commercial prospecting (including by post and telephone), by justifying a particular situation in other cases, or to request a limitation of said processing. He can request the communication of his personal data in a structured and standard format.

He can also request the direct transmission by **Mobilize Financial Services** of his data to another data controller.

Finally, he has the right to define directives relating to the fate of his personal data after his

death. He can exercise these rights at any time, by proving his identity, either by letter to **Mobilize Financial Services**; either by email: dataprotectionofficer-netherlands@rcibanque.com.

9.6

Right to object to direct telephone sales (cold calling) Customer has the right to register for free on the *Bel-me-niet-register*, in order not to be the subject of commercial solicitations by telephone. However, registration on this list does not prevent **Mobilize Financial Services** from contacting the Customer for prospecting purposes during the term of his contract, unless the Customer has specifically exercised his right of opposition in order to no longer receive commercial offers.

9.7

The Customer has the Right to lodge a complaint with the Autoriteit Persoonsgegevens Postbus 93374 2509 AJ Den Haag. The Customer is encouraged to contact the Consumer Relations Department of **Mobilize Financial Services** before any complaint, by email to the address: dataprotectionofficer-netherlands@rcibanque.com, to find together a solution to the problem encountered.

9.8

Data Security and Confidentiality.

Mobilize Financial Services takes security and confidentiality measures appropriate to the risks presented by the processing and storage of personal data and the use of an online public communication service. It takes all necessary precautions to prevent them from being distorted or damaged or from unauthorized third parties having access to them. Within the limits of their powers and after having obtained authentication in order to access the data, employees, agents, service providers are authorized by **Mobilize Financial Services** depending on the purpose of each processing. In the context of the sale of the battery of the electric vehicle, the purchaser is informed that for management needs and administrative and accounting consistency for monitoring the performance of the battery, monitoring the mileage associated with both the battery and to the electric vehicle and monitoring of fast charges, **Mobilize Financial Services** will have to use the technical data which will be provided to it by the telematics box placed in the electric vehicle, the list of these technical data may be communicated to the customer at his request. **Mobilize Financial Services** does not collect any geolocation data in the context of the sale of batteries for electric vehicles.

DURATION OF RENAULT TRACTION BATTERY WARRANTY

The traction battery is guaranteed within the limits indicated in the table below, depending of the model.
Battery Capacity Warranty: The warranty covers the gradual loss of battery capacity once this falls below the initial capacity threshold as indicated in the table below, depending of the model.

STARTING DATE OF RENAULT TRACTION BATTERY WARRANTY

RENAULT Warranties are effective from the delivery date specified on the Warranty and Service Sheet that is provided to the customer upon delivery of the new vehicle. When the vehicle is purchased through an intermediary, the warranty starts the day when the vehicle is delivered to the intermediary.

THE GEOGRAPHICAL COVERAGE OF THE RENAULT WARRANTIES

The battery warranty applies to any vehicle sold new as long as it is driven and registered in one of the following countries below:
FRANCE METROPOLITAN AND OVERSEAS DEPARTEMENTS - GERMANY - ANDORRA - AUSTRIA - BELGIUM - DENMARK - SPAIN (off Ceuta & Melilla) - GREAT BRITAIN - IRELAND - ITALY - LIECHTENSTEIN - LUXEMBOURG - MALTA - MONACO - NORWAY - NETHERLANDS - POLAND - PORTUGAL - ROMANIA - SAN-MARINO - SWEDEN - SWITZERLAND

The battery warranty is applicable to any RENAULT network members identified with the **RENAULT Z.E. and/or RENAULT Z.E. SERVICE** signage of these countries.

If the vehicle is intended to receive a first registration in one of the countries listed above, the applicable guarantees are those of the place of first registration. If the vehicle is used or registered outside the geographic area above, the customer cannot benefit from those warranties (except tourist travel).

LIMITATIONS AND EXCLUSIONS

- **The use of a traction battery that does respect the recommendations of manufacturer as in the Owner's handbook or Maintenance booklet or Maintenance and Warranty sheet,**
- **Damage resulting of a battery charge that does not comply with the charging requirements described in the Owner's handbook or Maintenance booklet or Maintenance and Warranty sheet,**
- **The use of charging equipment which does not comply with the manufacturer's instructions or the installation of charging equipment which does not comply with the manufacturer's instructions or charging on an electrical installation which does not have charging equipment complying with the manufacturer's instructions as described in the Owner's handbook or Maintenance booklet or Maintenance and Warranty sheet.**

RENAULT WARRANTIES	Duration	Mileage
Traction Battery Warranty		
KANGOO ZE, FLUENCE & MASTER ZE	5 years	100 000 km (whichever comes first) Unlimited mileage the first 2 years
TWIZY	3 years	50 000 km (whichever comes first) Unlimited mileage the first 2 years
ZOE	8 years	160 000 km (whichever comes first) Unlimited mileage the first 2 years
Including Traction Battery Capacity warranty (% of initial Battery capacity)		
KANGOO ZE, FLUENCE & MASTER ZE	66% initial Battery Capacity	
TWIZY	66% initial Battery Capacity	
ZOE	66% if warranty beginning date of the vehicle < July 1st, 2020 70% if warranty beginning date of the vehicle ≥ July 1st, 2020	

ANNEX 1: REMOTE CONCLUSION OF SALES CONTRACT

REMOTE COMMERCIALIZATION.

1 General.

When the Used Battery sales contract is concluded at a distance between the seller and the Purchaser, a natural person not acting within the framework of his professional activity, that is to say: without the physical and simultaneous presence parties, using exclusively one or more remote communication techniques (mail, telephone, internet, fax, etc.), it is subject to the provisions of articles 6:230o BW et seq. of the Consumer Law.

2 Right to retract.

As such, the Purchaser has a right of withdrawal which he can exercise, without having to justify a reason or incur penalties, within fourteen days from the conclusion of the contract. To exercise his right of withdrawal, the Purchaser must send his request to the seller in writing, on plain paper or, where applicable by means of the form provided by the seller (below), within the period specified ab

MODEL WITHDRAWAL FORM (REMOTE SALE). Please complete and return this form only if you wish to withdraw from the contract. To the following address: RCI FINANCIAL SERVICES B.V – BOEINGAVENUE 275 1119 PD SCHIPHOL-RIJK NEDERLAND	
I hereby notify you of my withdrawal from the used traction battery sales contract concluded on :	Date :
Consumer's name :	Signature
Consumer's address :	
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