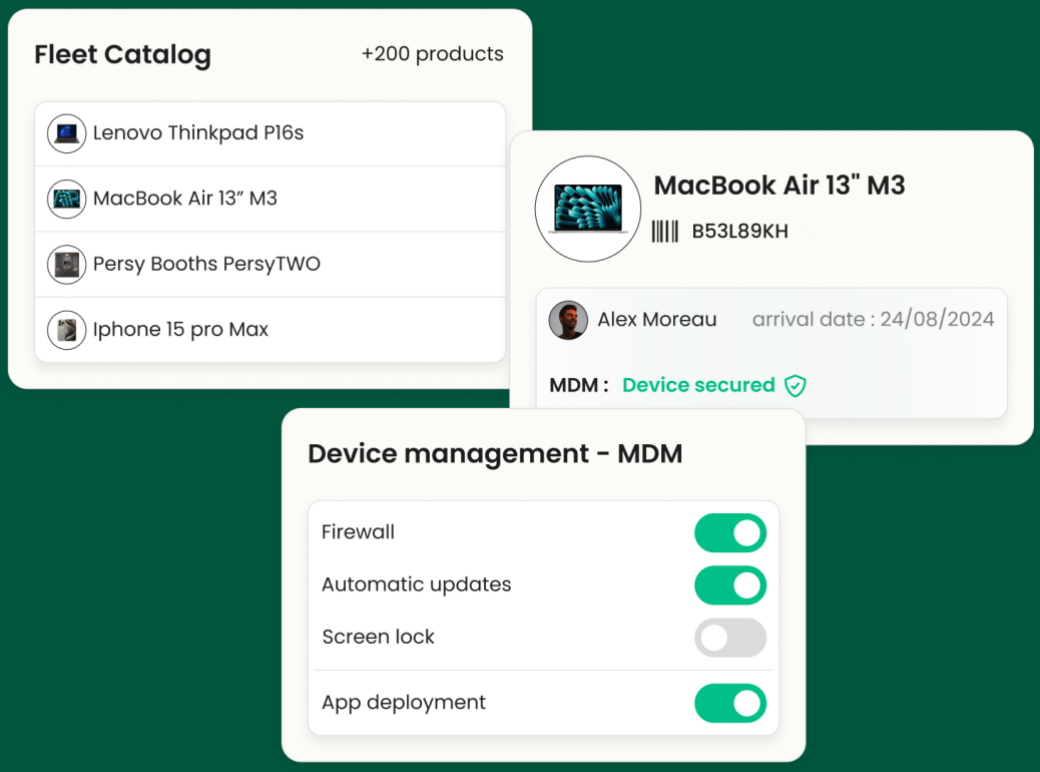
General Terms and Conditions of Fleet Service



fleet

Fleet

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Fleet SAS
45 rue de Maubeuge, 75009 Paris
RCS Paris 848 427 449
VAT FR31848427449

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Article 1 – Definitions

The following terms, when used with a capital letter in these General Terms and Conditions, have the meaning assigned to them below:

Lessor: The financial company, owner of the Equipment, which leases it to the Client in exchange for rent under a Lease Agreement.

Asset: The IT equipment or any other equipment (printers, accessories) selected by the Client and provided under Fleet Services.

Assignee: The third party, acting in a purely financial capacity, to whom Fleet assigns the Equipment and transfers the rights and obligations under the Lease Agreement. In the event of an assignment, the term Lessor also refers to the Assignee.

Client: The professional legal entity – lessee, buyer or subscriber – to whom Equipment is provided and/or on whose behalf Services are performed.

Cockpit: The SaaS platform published and operated by Fleet, accessible via the Website, enabling the Client to manage their fleet of equipment, place orders, view contracts and access Fleet Services.

Order: The request for Equipment or Services submitted by the Client to Fleet, via the Cockpit or any other channel validated by Fleet, prior to the conclusion of the applicable contract.

Lease Agreement: The equipment lease contract binding the Client (Lessee) to the Lessor, under which the Equipment is made available to the Client in exchange for the payment of periodic rent to the Lessor.

Delivery: The physical delivery of Equipment to the Client at the address indicated at the time of the Order, materialised by the handover of the Equipment into the effective custody of the Client or their duly authorised representative. Risk transfer occurs as of Delivery.

Enrolment: The technical operation of registering and configuring Equipment in a device management system (MDM, ABM, Intune or any equivalent system).

Login Credentials: The email address and password enabling the Client to identify themselves in order to access the Cockpit and subscribe to Services.

Leaseback: The transaction by which Fleet purchases the Client's existing IT Equipment, then resells it to an Assignee (financial partner) who leases that Equipment back to the Client under the terms of a Lease Agreement.

Lessee: The Client bound to the Lessor under a Lease Agreement.

Equipment/Hardware: Any IT equipment (laptops, tablets, smartphones, printers or other office equipment) selected by the Client and provided, with its accessories, by Fleet under the Services.

MSP (Managed Service Provider): The managed IT services offered by Fleet enabling the management, monitoring, security and support of the Client's IT equipment, as described in Article 10 hereof.

Upfront Offer: The direct hardware sales service whereby Fleet acts as a distributor, enabling the Client to acquire Equipment as full owner without entering into a Lease Agreement.

Partner: Any third-party service provider with whom Fleet has entered into a partnership agreement for the provision of all or part of the Services (carriers, storage companies, financial partners, insurers, telecoms operators, MDM providers, maintenance service providers, etc.).

Return: The transfer of custody of the Equipment from the Client to the Lessor or Fleet, materialised by the scanning of the return slip by Fleet or its authorised service provider, at the address indicated by Fleet.

Service(s): All services offered by Fleet via the Cockpit and/or its sales teams, including in particular: equipment leasing, Leaseback, direct sale (Upfront Offer), equipment transfer, storage, MSP Services, device enrollment, insurance intermediation and mobile/internet plans.

Website: The website www.fleet.co published and operated by Fleet.

Device Transfer: The shipping and transport service for Equipment owned by the Client or leased via Fleet, from an origin location to a destination location, anywhere in the world, carried out by Fleet or its carrier Partners.

Article 2 – Scope of Application

Fleet is a simplified joint-stock company (société par actions simplifiée) registered with the Paris Trade and Companies Register under number 848 427 449, with its registered office at 45 rue de Maubeuge, 75009 Paris, and VAT number FR31848427449. These General Terms and Conditions apply to all contractual relationships between Fleet and the Client in connection with the Services. Fleet Services are exclusively intended for registered professional legal entities. The Services are accessible to companies registered in France, Europe and any country authorised by Fleet, to the exclusion of sole traders (micro-entreprises). Fleet reserves the right to modify these General Terms and Conditions at any time. New conditions take effect from the date they are published on the Website.

Article 3 – Subject Matter of the General Terms and Conditions

These General Terms and Conditions define the terms and conditions under which Fleet provides its Services to the Client, and in particular govern the relationship, specify applicable

terms for each service, define conditions for Cockpit use, and establish liability regimes. Any Order placed with Fleet constitutes full and unreserved acceptance of these General Terms and Conditions in their entirety.

Article 4 – Fleet Cockpit and Service Access

The Fleet Cockpit is a SaaS platform enabling the Client to browse catalogues, place orders, manage fleets, view contracts and access Services. To access the Cockpit, the Client must create an account with accurate information and notify Fleet of any changes within 7 calendar days. Fleet undertakes to ensure 24/7 availability on a best-efforts basis and shall not be liable for unavailability due to maintenance, force majeure, cyberattacks, or client internet issues.

IMPORTANT – Indicative nature of prices: Prices displayed in the Fleet Cockpit are provided for purely informational and indicative purposes. They do not constitute a firm offer by Fleet and do not bind Fleet to complete an order at such prices.

Fleet reserves the right to suspend access immediately for: loss or theft of credentials, breach of terms, serious breach of GTC, non-payment, or maintenance operations. The Client must keep credentials confidential and use the Cockpit in good faith, for professional purposes, and must not access the Website for unlawful purposes.

Article 5 – Equipment and Services

Fleet acts as distributor, supplier or intermediary depending on the services concerned. Fleet is not the manufacturer of the Equipment. The manufacturer of each product is clearly identified on the technical data sheet available in the Cockpit.

Fleet supplies IT equipment, accessories, office equipment, printers, software licences, mobile/internet plans, and MSP Services. Equipment is new or refurbished to manufacturer standards. Software included by default is provided solely by the manufacturer. Before ordering, the Client must verify Equipment compatibility with their environment. Fleet is deemed to have fulfilled its duty of advice after the Client has consulted technical specifications. Equipment is provided for professional use by the Client and authorized employees only. The Client expressly may not transfer custody, lend, sub-lease, encumber, modify, disassemble, or move Equipment without Lessor authorization. The Client has exclusive custody and is solely

responsible for proper use, maintenance, protection, and data backup. Fleet does not train employees and shall not be liable for data loss.

Article 6 – IT Equipment Leasing

Fleet offers equipment leasing services by putting Clients in contact with lessors. Fleet selects, acquires, and sells Equipment to an Assignee who leases it to the Client. The Order remains pending until Assignee acceptance and Lease Agreement conclusion. Delivery is made to over 120 countries. Risk transfers as of Delivery. Equipment must be returned within 3 business days of Lease termination in good condition. Non-return results in monthly deprivation indemnity equal to last rent, or 8 times monthly rent if not returned within 30 days. The standard Lease Agreement term is 36 months from Delivery.

End of Initial Term – Extension managed by Fleet

At the end of the initial term of the Lease Agreement, the Client may either (i) return the Equipment, (ii) purchase it at the price displayed in the Cockpit, or (iii) continue to use it. If the Client has not notified Fleet of option (i) or (ii) at least one (1) month before the end of the initial term, option (iii) applies automatically.

In case (iii), Fleet acquires the Equipment from the Lessor, and the Lease Agreement between the Client and the Lessor ends at the expiry of its initial term. The Equipment then remains available to the Client directly through Fleet, under a monthly extension. During this extension, Fleet takes the Lessor's place for all purposes. All terms of the Lease Agreement and of these General Terms and Conditions continue to apply, including custody, use, insurance, repair and Return.

During the extension, Fleet alone invoices and collects the rent. The monthly rent equals the last monthly rent paid to the Lessor, unless Fleet notifies a different amount at least thirty (30) days in advance. Payment is made by SEPA direct debit. The Client undertakes to sign a SEPA mandate in favour of Fleet, either when the Lease Agreement is signed or at Fleet's first request. A payment made to the Lessor after the end of the initial term does not discharge the Client's obligations towards Fleet.

The Client may end the extension at any time with one (1) month's notice, by returning the Equipment as set out in this Article.

Monthly rent is calculated by Equipment type and commitment period. Prices are fixed throughout initial period except for legislative/regulatory changes. Rent is paid by SEPA direct debit with SEPA mandate signed simultaneously with Lease Agreement. Late payments incur statutory interest and recovery fees. All Lease Agreements must be covered by adequate

insurance for the entire duration. Insurance may be through the Lessor, the Client, or Fleet Care. In claims, the Client remains required to pay rent during claim processing.

Article 7 – Leaseback

Leaseback enables Clients to sell existing IT Equipment to Fleet, which resells it to an Assignee who leases it back to the Client. Fleet evaluates requests and communicates trade-in value offers valid for specified periods. After Client acceptance, Fleet purchases Equipment and resells it to the Assignee, then pays the agreed trade-in value. The same conditions as Article 5 apply to resulting Lease Agreements. Fleet cannot be held liable for Assignee refusal or insufficient offers. Risks remain the Client's responsibility until ownership transfer to Assignee.

Article 8 – Direct Equipment Sale (Upfront Offer)

Under Upfront Offer, Fleet acts as a distributor enabling Clients to acquire Equipment as full owners without Lease Agreements. Title transfers on effective Delivery subject to full payment. The Client becomes sole owner and assumes full responsibility (custody, maintenance, insurance) from Delivery. Fleet is not the manufacturer. Equipment benefits from manufacturer warranty directly defined by the manufacturer. Fleet passes on remedies against manufacturers for hidden defects or non-conformity. Sale prices are confirmed by Fleet sales teams at Order time. Prices displayed in the Cockpit are indicative and may be modified without affecting confirmed Orders.

Article 9 – Device Transfer

Fleet offers equipment shipping and transport services (Device Transfer) from origin to destination in over 120 countries, performed by carrier Partners. Transfer cost is calculated per request based on dimensions, weight, destination, and timeframe, communicated for express validation before shipment. Fleet cannot be held liable for losses, damage, delays, or harm during transport. Liability is governed by carrier general terms and applicable transport conventions. Equipment entrusted for transfer must be properly packaged. The Client is responsible for destination address accuracy and Equipment compliance with customs and import/export regulations.

Article 10 – Equipment Storage

Fleet selects Equipment storage service providers. Partners are solely responsible for storage and security in their facilities. Fleet is not responsible for damage, loss, deterioration, or theft occurring during transport to/from warehouses or during storage at Partner premises. Fleet's liability is limited to arranging and organizing the service. The Client should verify Equipment is covered by appropriate insurance throughout storage.

Article 11 – MSP Services (Managed Service Provider)

Fleet offers IT managed services (MSP) in "Manage" and "Secure" offerings, operated by Partner Cyna. Fleet offers Mobile Device Management (MDM) operated by Partner Omnissa. Fleet shall not be held liable for Partner malfunctions or anomalies.

> *Obligation of Means – MSP: The MSP services offered by Fleet constitute exclusively an obligation of means. Fleet undertakes to implement reasonable human and technical resources to ensure the quality of the services, but does not guarantee the total absence of security incidents, failures or malfunctions.*

Fleet cannot be held liable for cyberattacks, data breaches, or other security incidents. Fleet uses third-party technology Partners whose quality and availability may partly depend on those Partners. MSP services are invoiced monthly per managed device. Fleet reserves the right to modify rates subject to 30 days' notice.

Article 12 – Device Enrollment (ABM / Intune)

Fleet offers device enrollment service on ABM, Microsoft Intune, or compatible MDM systems.

> *Obligation of Means – Enrollment: Fleet undertakes to implement all reasonable means to enroll the Client's equipment. However, due to technical constraints specific to certain devices, operating systems or geographies, Fleet cannot absolutely guarantee enrollment. Fleet is subject only to an obligation of means and not an obligation of result. Absence or partial failure of enrollment shall not constitute grounds for termination of the Lease Agreement or reduction of rent.*

The device enrollment service is invoiced per terms defined at subscription. Fleet reserves the right to modify rates subject to 30 days' notice.

Article 14 – Fleet Care

Fleet Care is an insurance product offered by third-party insurer Partner. Fleet acts solely as insurance intermediary representative under ORIAS number 23003556. Availability depends on Client geography and Equipment. Fleet cannot guarantee availability in all countries.

> *Limitation of Liability – Insurance: Fleet cannot be held liable for the insurer's refusal to compensate, underinsurance or absence of insurance if the Client has not taken out adequate cover. In the event of a claim affecting the leased Equipment, the Client remains required to pay rent to the Lessor for the entire duration of the claim processing.*

Article 14 – Printers

Fleet offers printer and printing equipment supply services, acting as intermediary with manufacturers or maintenance Partners. Fleet is not the manufacturer and does not directly provide maintenance. Printer maintenance is provided exclusively by specialized Partner designated by Fleet.

> *Limitation of Liability – Printers: Fleet acts solely as intermediary for printer maintenance contracts. Only the maintenance Partner is responsible for quality, timelines and results. Fleet cannot be held liable for breakdowns, malfunctions or unavailability of printers following delivery, nor for consequences of Partner failure. The Client is invited to contact the Partner directly for service requests.*

Maintenance contract terms (rates, response times, covered parts, exclusions) are defined by the Partner and communicated upon subscription.

Article 15 – Mobile and Internet Plans

Via Partners, Fleet offers Clients the ability to subscribe to mobile and internet plans. Fleet acts solely as intermediary for introductions and subscription facilitation.

Direct Contractual Relationship: The contract for mobile and/or internet services is entered into directly between the Client and the Partner. Fleet is not a party to this contract. Fleet is not responsible for service quality, network coverage, service interruptions, price changes or any other terms offered by the Partner operator. Any dispute must be addressed directly to the relevant Partner operator.

Fleet's liability is limited to facilitating introduction. In the event of partnership termination, Fleet undertakes to inform the Client as soon as possible but cannot guarantee service continuity beyond commitment durations.

Article 16 – Equipment Repair

Despite new or refurbished condition, Equipment may be subject to anomalies. Anomalies cannot justify suspension of rent payments. The Client must notify Fleet of any breakdown via Cockpit or email. Fleet establishes diagnosis within 1 business day. If repairable remotely, Fleet communicates instructions. If not remotely repairable, Fleet instructs the Client to ship Equipment to Fleet or approved third-party service provider. Fleet covers transport and repair costs for anomalies exclusively attributable to manufacturing defects (excluding printers with maintenance contracts). The Client bears repair costs for damage from accident, abuse, incompatibility, negligence, or misuse. Repair costs must be subject to detailed prior quotation approved by the Client. Quotation cost may not exceed the higher of: cumulative rent paid or remaining rent. Repair refusal terminates the Lease Agreement; the Client must pay termination indemnity.

Article 17 – Liability and Limitation of Liability

From Delivery until effective Return, the Client has exclusive custody of Equipment and is entirely responsible for loss, theft, deterioration, defect, destruction, and all damage caused to or by the Equipment. The Client indemnifies Fleet from liability, claims, and demands resulting from such events.

Liability Cap: In any event, the total amount of damages charged to Fleet, for all causes combined and regardless of claim basis, shall not exceed the lower of: (i) half of rent remaining due by the Client to the Lessor at the date damage occurred; or (ii) the total amount effectively paid by the Client to Fleet in respect of the Service concerned during the six (6) months preceding the damaging event. This cap applies to all claims of any nature, whether contractual or tortious, excluding damage caused by fraud or gross negligence.

Fleet shall not be held liable for indirect, intangible, consequential, or punitive damages including loss of revenue, profit, data, customers, business disruption, reputation harm, resulting from performance or non-performance of these terms, Equipment unavailability, or Cockpit unavailability. Fleet's liability may not be engaged for: Client use of Equipment, breakdowns, software failures, internet incidents, data loss, Lessor/Assignee refusal, Client breach, transport damage, force majeure, third-party acts, unavailable configurations, enrolment results, or Partner service quality. The Client is solely responsible for Website and Services use. Fleet is not liable for fraudulent or abusive use. The Client warrants Fleet against complaints and claims from Client breach of GTC or Lease Agreement.

Article 18 – Personal Data Protection

Fleet may collect personal data for financing contracts, administrative management, commercial prospecting, and customer relationship management. Data subjects are informed that personal data may be transferred to third parties for contract performance, particularly to Assignees upon Lease Agreement assignment. Consult Fleet's Personal Data Protection Policy at fleet.co. Fleet uses only sub-processors providing sufficient guarantees for appropriate technical and organizational measures under GDPR (EU Regulation 2016/679). Data transfers outside the EU comply with Articles 44 to 49 of GDPR.

Article 19 – Intellectual Property

The content of Fleet Cockpit and Website (technical documents, drawings, photographs, algorithms, interfaces, trademarks, logos, etc.) is protected by copyright, registered trademarks, or patents, constituting exclusive property of Fleet or its licensors. Users of Cockpit and Website may not use content beyond what is strictly necessary for Services use, and must not reproduce, represent, modify, distribute, or commercially exploit content without prior written Fleet authorization. Unauthorized reproduction is prohibited and may constitute copyright infringement under the Intellectual Property Code.

Article 20 – Entire Agreement

These General Terms and Conditions constitute the entire agreement between Fleet and the Client regarding Services and supersede all prior agreements, proposals, or communications. If any provision is removed by law, regulation, or court decision, remaining provisions retain full force and effect. Supply conditions lacking are governed by France distance selling sector practices.

Article 21 – Miscellaneous

Notifications between parties shall be made by recorded delivery letter with acknowledgement of receipt or by durable medium including Personal Space (Cockpit) or email. Notices interrupting time limits are assessed at sending time. Notices starting time limits are assessed at first presentation to recipient. Neither party's failure to invoke a provision constitutes waiver of the right to invoke it later. The Client may not assign rights or obligations without prior written Fleet consent. Fleet reserves the right to assign all or part of these terms to any third party without Client objection.

Article 22 – Governing Law and Jurisdiction

These General Terms and Conditions are governed by French law, to the exclusion of any other law. In disputes relating to formation, interpretation, performance, or termination of these terms, parties undertake to seek amicable resolution within 30 days of dispute notification. Failing amicable agreement, any dispute falls under exclusive jurisdiction of the Paris Commercial Court (Tribunal des Activités Economiques de Paris), notwithstanding multiple defendants or third-party proceedings, including for emergency or interim proceedings. In the event of Lease Agreement assignment to an Assignee, disputes relating to the Lease Agreement shall be brought before competent courts at the Assignee's registered office.

These General Terms and Conditions of Fleet Service were last updated in March 2026.

They are permanently accessible at www.fleet.co