

**FLEET**  
**General Terms &  
Conditions**

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## I. Definitions

### **Lessor**

Refers to the financial company, owner of the Equipment which it rents to the Client in return for a rent.

### **Supplier**

Refers to the Fleet company that offers the rental of computers through the Site.

### **Assignee**

Refers to the third party, who acts on a purely financial basis, to whom Fleet assigns the Equipment and transfers the rights and obligations under the rental contract. In case of assignment, the term Lessor shall also mean the Assignee.

### **Identifier**

Means the email address and password that allow the Client to identify themselves in order to access the Site and subscribe to the Service. Client Means the Hirer, i.e. the professional to whom the Equipment is supplied.

### **Tenant**

Refers to the Client, i.e. the professional linked to the Lessor by the Rental Contract.

### **Order**

Refers to the request for the supply of computers selected by the Client to Fleet, via the Site, prior to the conclusion of the Lease Agreement with the Lessor.

### **Equipment**

Refers to the computer equipment selected by the Client in the order and supplied, together with its accessories, by Fleet.

### **Lease Agreement**

The Lease Agreement refers to the contract for leasing the Equipment, established between the Lessor and the Lessee. Under this agreement, the Equipment is provided to the Lessee, who is then obligated to pay a rental fee to the Lessor.

### **Return**

Refers to the process where the Client transfers custody of the Equipment back to the Lessor or to the Supplier, as confirmed by the Lessor's or Supplier's actual receipt of the Equipment in good working condition.

**Delivery**

Refers to the process of transferring the Equipment to the Lessee at a location specified by them, evidenced by the physical handover of the Equipment into the Lessee's custody

**Website**

Refers to [www.fleet.co](http://www.fleet.co), a site published and operated by Fleet, which provides access to the service

**Personal space**

Refers to the Customer's personal and confidential space, set to its disposition on the Site, also referred to as the Cockpit.

**Service**

Refers to the rental and management of IT equipment provided by Fleet through the Site.

## II. Fleet Service

Fleet is a limited company registered under the name FLEET TECHNOLOGIES UK LTD, with its registered office located at Connect House, 133-137 Alexandra Road, Wimbledon, London, England, SW19 7JY.

Fleet offers its clients a rental and management service for computer equipment, intended for professional use, in return for the payment of monthly installments, the amount of which is defined at the time of subscription. As of the date of these General Conditions, the service is available only to companies registered in the UK, excluding those under the micro-enterprise regime.

The service is exclusively intended for professional clients and is not designed for consumer use. The client and the natural persons associated with it are considered professionals with reasonable technical competence and a sufficient level of knowledge to use the basic functions of the Equipment. If this is not the case, the client is advised not to engage Fleet's services, as the equipment offered may not be suitable.

## III. Purpose of the General Conditions

The purpose of these General Conditions is to:

- Regulate the relationship between Fleet and the Client in the context of equipment rental.
- Specify the terms and conditions of the Equipment's lease, selected by the Client, acquired by the Lessor from Fleet, and then leased to the Client.
- Define the conditions under which the Client may use the Website and benefit from the Service provided by Fleet.

Fleet may modify the General Conditions at any time, with the new conditions becoming applicable as soon as they are published online. In such cases, only the General Terms and Conditions in effect on the day of the Order and the creation of the Personal Space will apply until the end of the rental contract.

Subscribing to a rental through the Site implies acknowledgment of these General Conditions and constitutes the contracting Client's agreement to their entire content.

## **IV. Subscription**

### **A. Duration of commitment**

Unless otherwise specified, the lease is concluded with a minimum commitment period of 36 months, starting from the delivery date of the product or products covered by the contract.

At the end of this initial commitment period, the Customer may:

- Change the product and enter into a new contract with Fleet.
- Retain the product beyond this initial term. In this case, the contract will be tacitly renewed for a period of twelve months. The Customer may notify Fleet at any time during this period to terminate the contract without incurring any cost.
- Purchase the product for a price determined by Fleet.
- Return the product and terminate the contract

### **B. Cost and terms of settlement**

The monthly rental cost, for a minimum commitment period of 36 months, is determined by the type of product rented. The current rates are available on the Site at the time of Order registration.

The monthly cost, expressed in pounds and inclusive of all taxes, covers delivery, commissioning, Internal computer storage & transfers between employees, after-sales services, recovery services, and access to the Personal Area.

Fleet's prices remain unchanged throughout the contract term, except for any price adjustments that may arise from changes in tax rates.

Fleet reserves the right to modify its tariffs at any time but commits to applying the rates in effect at the time the subscription is registered, subject to product availability on that date.

Payments are made monthly by direct debit to the Lessor, following the Customer's electronic signature on a direct debit mandate concurrent with the Rental Agreement signing.

## **V. Computer equipment**

### **A. Characteristic**

Fleet provides only new or refurbished computer equipment, for which Fleet is not the manufacturer.

The manufacturer of the supplied equipment is clearly identified in the document containing its technical specifications.

The equipment delivered to the Customer includes only the computer selected by the Customer, its included accessories, and appropriate packaging.

Any software and other digital computing solutions included with the equipment are provided directly by the manufacturer, without Fleet's involvement. These digital solutions are default offerings from the manufacturer alone.

### **B. Pre-contractual information**

The technical characteristics of each piece of computer equipment offered are accessible on the Site's dedicated product specifications page.

Before placing an Order, the Customer is expected to have reviewed the product details available on the Site. Customers are encouraged to click on the provided link to access the manufacturer's product specifications.

Once the Customer has reviewed the technical specifications provided by both the Supplier and the manufacturer, the Supplier is considered to have met its advisory obligation to the Customer. This is unless the Customer explicitly requests further advice from the Supplier through the Site's Chat service

## **VI. Obligation to inform the customer**

When creating their Personal Area, the Customer represented by a duly authorized natural person must:

- Provide their legal name, registered office address, registration number in the Trade and Companies Register, and the identities of the legal representatives.
- Fill out the registration form provided by Fleet, answering all questions fully.

The Customer is obligated to inform Fleet of any changes to the provided information within seven days of any such change.

Before finalizing the Lease Agreement, the Transferee will conduct a financial analysis of the Customer. For this purpose, the Customer is required to provide information that is fair, precise, and accurate.

## **VII. Ordering Hardware**

### **A. Issue of material**

1. Through the Site, the Customer selects the desired IT equipment from those offered for rental by Fleet.
2. Once the equipment is selected, the Customer proceeds to place an order via their Personal Area, at which point the Order remains pending.
3. Following the Customer's Order, Fleet will forward a lease application to the Assignee on the Customer's behalf. This step is contingent upon the Customer providing Fleet with all necessary information and documents required by the Assignee to evaluate the lease application submitted through Fleet.
4. The evaluation of the Customer's rental application is conducted solely by the Assignee, independently of Fleet, based on its own criteria and the fair, precise, and accurate information provided by the Customer. The Assignee may directly communicate with the Customer during the review of the lease application without Fleet's involvement.
5. Upon reviewing the Customer's financial situation, the Assignee has the discretion to either accept or reject the rental application.
6. Should the Assignee decide to enter into a Rental Agreement with the Customer, Fleet will inform the Customer of this decision. The Customer must then directly coordinate with Fleet to confirm the Order and finalize the delivery of the equipment, ensuring agreement on both general and specific terms of the Rental Agreement, in adherence to these General Conditions.
7. The Order is confirmed by Fleet upon the Assignee's acceptance of the rental request and the successful conclusion of the Rental Agreement. If the Assignee declines or fails to finalize the intended Rental Agreement, the Order will be considered null and void.
8. Fleet explicitly retains the right to sell the equipment and to assign the rights and obligations of the lease agreement to the Assignee. The Customer is required to complete any necessary formalities in the event of such an assignment.

## **B. Issue of material**

1. After Fleet receives the Rental Agreement and all supporting documents, duly initiated and signed by the Customer, the Supplier will proceed with the delivery of the Equipment.
2. Unless specifically agreed otherwise, delivery is limited to the European Union, the United Kingdom and additional countries determined by Fleet. Fleet reserves the right to refuse orders with delivery addresses outside these areas.
3. The risk of loss or damage to the Equipment transfers from the Supplier to the Customer upon delivery, which can occur in one of the following ways:
  - a. Direct delivery to the Customer by Fleet or a carrier appointed by Fleet or the Lessor at a location specified by the Customer at the time of order.
  - b. Collection of the Equipment by the Customer at a location specified by Fleet or the Lessor.
4. If the Customer provides an incorrect or incomplete delivery address leading to the return of the Equipment, any redirection costs will be borne by the Customer. Fleet or the Lessor cannot be held liable for delivery failures due to incorrect or incomplete address information provided by the Customer.
5. The Equipment is delivered in the manufacturer's packaging to ensure protection.
6. Within seven (7) days of receiving the Equipment, the Customer must electronically sign a delivery and compliance report sent by Fleet or the Lessor via email. Failure to sign within this period allows the Lessor to assume acceptance of the Equipment in perfect condition and without apparent defects, based on the delivery date indicated on the delivery slip.
7. If the original packaging is damaged, torn, or opened at the time of delivery, the Customer should inspect the condition of the Equipment. If damaged, the Customer must refuse the package and note "Package refused because opened or damaged" on the delivery report, leading to the immediate return of the Equipment.
8. The installation of the Equipment is the Customer's responsibility and is considered completed upon delivery, unless the Customer indicates otherwise in their Personal Area within twenty-four hours after delivery.



## **VIII. Use and use of equipment**

### **A. Scope of use of the equipment**

The Material is provided exclusively for the use of the Customer and its employees; only authorized personnel may use the Material. It is intended for professional use and must be operated in a secure environment that is suitable for the specific techniques recommended by the manufacturer, which the Customer should familiarize themselves with before placing any Order.

The Customer is prohibited from:

- Transferring the Material to any third party not under its direct supervision without prior authorization from the Supplier or the Lessor.
- Lending or subleasing the Material, or granting sublicenses for any software included in the Material.
- Placing any form of security interest on the Material.
- Modifying or disassembling the Equipment

### **B. Equipment Usage Warnings**

Throughout the Rental Agreement's duration and until the Material is returned, exclusive custody of the Material shall rest solely with the Customer. Before placing any Order, the Customer is required to ensure the Hardware's compatibility with its work environment, including the computer network. Should there be any uncertainty, the Customer must inform Fleet; otherwise, Fleet shall not be held responsible for any resulting issues or damages.

Fleet does not provide training for the Customer's employees on how to use the Equipment; this responsibility lies entirely with the Customer. It is the Customer's duty, without Fleet's involvement, to take all necessary precautions for the proper use and protection of the Material, such as installing antivirus software, securing the equipment in a safe location, or obtaining insurance coverage for the Material.

The Hardware includes software that may need occasional or regular updates during the Rental to function correctly. The Customer must stay informed about these requirements and bears sole responsibility for using these software updates.

Any data stored on the Material could be partially or completely lost due to accidental events, mishandling by the Customer, maintenance, or repair activities. It is the Customer's responsibility, without any involvement from Fleet, to back up any data they wish to preserve by any means necessary.

Should the Customer retain custody of the Material beyond the initial Rental Agreement term through an extension, extension, or renewal approved by the Lessor, the Equipment will remain the same. However, the Customer faces an increased risk of obsolescence for both the Hardware and its accessories, manifested by the potential unavailability of parts needed for maintenance and repair. Renewing the Equipment is the only way to mitigate such risks

## **IX. Repair of equipment**

Regardless of whether the Equipment is new or refurbished, it may experience accidental malfunctions, issues arising from prolonged use, obsolescence, or any other incidents that could render the computer equipment inoperative. The occurrence of a fault does not justify the suspension or interruption of the rental fee payments owed by the Customer under the Rental Agreement.

Fleet provides the Client with a repair service for the Equipment.

### **A. Notification of Defects**

The Client is required to inform Fleet of any malfunction, deficiency, or defect in the Rental Equipment as soon as it becomes known or suspected, either through their Personal Area or by email. Within a maximum of one working day after the fault has been reported through the Client Space, Fleet will diagnose the issue based on the report's content

### **B. Fleet's services**

If the malfunction is confirmed and can be repaired remotely, Fleet will provide the Client with repair instructions through any available means. Upon receiving these instructions, the Client commits to executing them as promptly as possible. Moreover, the Client agrees in advance to grant Fleet, or any third party designated by Fleet, remote access to the Equipment for the purpose of carrying out the necessary repairs.

The Customer is responsible for the costs of repairing the Hardware for damage caused by any factor other than manufacturing defects, such as accidents, misuse, software incompatibility with the Hardware, negligence, incorrect, inadequate, or inappropriate use of the Hardware, any loss, malfunction, or disruption of telecommunications and electrical networks, or any other cause external to the manufacturing of the Material and its components.

Before any repair work begins, the Client will receive a detailed estimate of the repair costs for approval:

- This estimate must be approved by the Client.
- The repair cost will not exceed the greater of the two following amounts: the total rental fees already paid by the Customer or the total rental fees yet to be paid by the Customer.

Should the estimate be declined, the repair will not proceed, and the Rental Agreement will be terminated by the Lessor. The Customer will then be required to pay a predetermined termination fee as outlined in the Rental Agreement. Once the Rental Equipment has been repaired, it will be returned to the Client as promptly as possible by Fleet or a courier designated by Fleet.

Fleet provides additional insurance through its lessor. If the tenant contracts the insurance, it will cover the mentioned costs.

## **X. Responsibilities**

The validity of the clauses mentioned below shall continue beyond the return of the Equipment

### **A. Principle**

From the time the Equipment is delivered until it is returned, the Client has exclusive custody and is fully and solely responsible for any loss, theft, damage, deterioration, or destruction of the Equipment, as well as any damage the Equipment causes to property or persons, regardless of the cause, including force majeure events. The Client agrees to indemnify and hold Fleet harmless from any liability, claims, or demands related to such incidents.

Liability towards the Client or third parties is limited to events directly and solely caused by Fleet's actions in supplying the Equipment, and only if direct damage is incurred. In all other circumstances, the Client agrees to indemnify and protect Fleet from any claims or demands.

Furthermore, both the Client and Fleet agree that, should Fleet be found directly liable, the compensation for any damage will not exceed half of the total rental payments remaining to be paid by the Client at the time the damage occurs

### **B. Exclusions of liability**

Fleet is not liable for any direct or indirect damages resulting from the use of the Equipment. The Equipment, whether new or refurbished, is provided without any visible defects unless specified at delivery. Fleet is not responsible for any malfunctions or breakdowns, regardless of the repair time or downtime.

Fleet is exempt from liability for damage to the Equipment, property, or persons, or for failing to meet its obligations due to acts of third parties, force majeure events (such as natural disasters, wars, strikes, work stoppages, accidents), as defined by jurisprudence.

Fleet is not accountable for any failures of software or digital solutions included in the Equipment by the manufacturer or added by the Client, nor for issues arising from the inherent risks of Internet use, such as service interruptions, external intrusions, or computer viruses. Clients are encouraged to protect the Equipment against these risks.

The Client is responsible for backing up and updating their data, and Fleet cannot be held liable for any data loss. Additionally, Fleet bears no responsibility for a Lessor's refusal to enter into a Lease Agreement with the Client or for any failures, delays, or non-compliance by the Client with the Rental Agreement's terms. The Client agrees to indemnify Fleet against any claims arising from their actions or omissions.

Fleet does not provide insurance for the Rental Equipment and advises the Client to obtain such insurance from a professional insurer or to review the Lessor's general insurance conditions

## **XI. Return of the Equipment**

Upon termination of the Lease, or in the event of early termination of the Agreement, the Lessee must return the Rental Goods to the Lessor, or to Fleet upon express notification, in good general condition, working order, and repair.

Should the Rental Goods be returned partially or totally defective, or if the Equipment is incomplete, Fleet will charge the Client for any costs associated with repairing or replacing the Rental Goods. The Client expressly acknowledges these charges as justified, and the corresponding invoice is payable upon receipt.

If the Rental Goods are not returned upon the conclusion of the rental contract, the Client will be liable to pay the Lessor a monthly compensation for loss of use equivalent to the last invoiced rent. This compensation will increase to eight months' rent if the Equipment is not returned within thirty days following a formal notice.

The Equipment must be shipped in suitable packaging to ensure its protection during transit. The Client bears responsibility for the Equipment, including the risks of damage and loss, until it is received by the Lessor or Fleet.

The Equipment must be dispatched within three working days from the termination date of the Rental Agreement.

## **XII. Protection of personal data**

Fleet may collect personal data during the preparation of financing contracts, for administrative management, commercial prospecting, and customer relationship management purposes. This data undergoes computer processing. Individuals affected by this processing are notified that their personal data may be shared with third parties for contract fulfillment, especially with the transferee institution in case of a contract transfer.

Clients are encouraged to review our personal data protection policy on the Site for comprehensive information on this matter at [<https://www.fleet.co/GDPR>]

## **XIII. General Conditions of Use of the Site**

### **A. Registration**

If the Customer satisfies all the requirements at the time of registration, they can subscribe to the Service by following the instructions provided on the Site. To access the Service and ensure its optimal operation, the Client must establish access to their Personal Area using a valid email address and a password (referred to as the "Login"). Fleet reserves the right, at its sole discretion, to deny registration for the Service to any individual without the obligation to justify its decision.

### **B. Availability of the Service**

The Client can access the Site via the URL [www.fleet.co](http://www.fleet.co). Fleet commits to making its best efforts to ensure uninterrupted access to and functioning of the Site 24/7. However, Fleet cannot be held liable for any temporary, partial, or total unavailability of the Site and/or the Service due to:

- Maintenance of the Site or its hosting servers
- Events beyond its control
- Force majeure

Operating under an obligation of means, Fleet is not responsible for any damages arising from the Site's and/or the Service's unavailability. Whenever possible, Fleet will notify the Client in advance of any expected unavailability of the Site and/or the Service.

### **C. Suspension of Access**

Fleet reserves the right to suspend access to the Site under the following circumstances:

- If there is a loss, theft, and/or unauthorized use of the Client's Login details that has been reported to Fleet;
- In the event of non-compliance with the terms outlined herein; during maintenance activities.

Fleet shall not be held liable for any interruptions or the potential repercussions these may have on the Client.

### **D. Commitment of the Client**

By accessing the Service provided by Fleet, the Client agrees to adhere to a code of good conduct. Usage of the Service is contingent upon the acceptance of and strict adherence to the rules outlined below:

- The Client commits to keeping their Login details confidential to safeguard the personal data they input.
- The Customer agrees to access and use the Site and Service in good faith, in a reasonable manner, not contrary to these terms, and solely for personal, non-commercial purposes.
- The Client promises not to use the Site or Service for illegal activities, to harm Fleet's reputation and/or image, or to infringe upon Fleet's rights, including intellectual property rights.
- The Client agrees not to employ any devices or software other than those provided by Fleet to disrupt or attempt to disrupt the Site and/or Service's functionality, or to extract or modify any part of the Site.
- The Client is committed to not reproducing or displaying any part of the Site for private purposes beyond legal exceptions, such as those outlined in the Intellectual Property Code, or for direct or indirect commercial purposes, especially towards third parties.
- Should the Client violate any of these commitments, Fleet reserves the right, at its sole discretion and without prior notice, to deny access to all or part of the Site and/or Service.

### **E. Responsibility of the Client**

The Client, having acknowledged their awareness of the characteristics and especially the technical constraints, bears sole responsibility for their use of the Site and the Service. Fleet will not be liable to the Client or any third party for any fraudulent or abusive use of the Site and/or the Service.

The Client agrees to indemnify Fleet against any claims, complaints, actions, and/or demands that may arise from the Client's failure to adhere to the obligations outlined in the

General Conditions. Furthermore, the Client commits to compensating Fleet for any damages incurred and covering all costs, expenses, and/or judgements that Fleet may be obligated to pay as a result of such breaches

#### **XIV. Intellectual Property**

The content of the Site, including technical documents, drawings, photographs, and similar materials, is protected by copyright, trademark laws, or patents. Users of the Site are obligated not to use this content in any unauthorized manner. Any total or partial reproduction of this content is strictly prohibited and could result in copyright infringement.

Notifications related to this matter must be sent via registered mail with acknowledgment of receipt or through another durable medium, such as through the Personal Space or by email. The effectiveness of a notification pausing a deadline is determined at the time it is sent. For notifications that establish a deadline, their validity is assessed at the time of their first presentation to the recipient