

General terms and conditions e-bike to go Netherlands – Day lease

1. Definitions

1. These terms & conditions apply to:

- E-bike to go:** The limited liability company The E-bike Company B.V., a lessor of Bikes and Containers
Lessee: Any natural person of 18 years or over or any legal entity with a lease agreement with E-bike to go
Bike: The electric (cargo) bike(s) as specified in the offer issued by The E-bike Company, including accessories such as helmet, saddle bags, etc.

The defined terms are used in the singular and plural form.

2. Proposal and agreement

- These general terms and conditions apply to all proposals, agreements and services provided by E-bike to go. The acceptance by and provision of the general conditions to the Lessee is realised via the Point of Sale-system of E-bike to go, by e-mail or at the counter.
- E-bike to go submits a proposal to the Lessee, containing a description of the Bike(s) to be let, lease term, lease fee, payment method, insurance costs and any additional costs, the deductible (and whether it can be bought off) and the deposit or other form of security.
- A proposal can be withdrawn if the offer depends on the availability of the Bike(s).
- The agreement between E-bike to go and the Lessee is concluded as soon as the Lessee accepts the proposal.
- The lease agreement applies for the agreed period and rate, and lists the date and time on which the lease period starts and ends. The minimum rental period is 24 hours.
- If the lease agreement is signed electronically and not at the counter, the Lessee, who is a natural person, has 14 days to change their mind, unless the agreement is realised during the cooling-off period. If the lease was only partly realised during the cooling-off period in agreement with the consumer, the Lessee must pay the services proportionally upon dissolution during the cooling-off period.
- The general terms & conditions remain in effect if E-bike to go does not strictly apply one or more of these provisions in a specific case.

3. Remuneration and charges

- The lease and any additional costs will be determined in advance. All prices include VAT.
- E-bike to go reserves the right to change its fees, in which case consumers retain the right to terminate the lease agreement unless the increase is based on legislation, such as increases due to VAT.
- E-bike to go can charge the Lessee the agreed costs only, except when the Lessee owes the Lessor damages.

4. Lease period and late returns

- The Lessee must return the Bike to the address indicated on the agreement during opening hours at the latest on the day and time the agreement is terminated. The Bike can only be returned to a different location if permission has been granted by E-bike to go.
- The Lessee must contact E-bike to go if they wish to extend their lease period before the agreement is terminated. If E-bike to go agrees to an extension of the lease period, parties will agree to a new return date, and an additional lease fee for the extension per 24 hours will apply. This additional lease fee must be paid by the Lessee when returning the Bike.
- E-bike to go can reclaim the Bike immediately if the Lessee does not return the Bike at the agreed time as indicated in sections 1 and 2. Until they return the Bike, the Lessee owes an additional lease fee per 24 hours plus an amount that is equal to 20% of the daily lease fee for every hour the Bike is returned late. This not does affect E-bike to go's right to demand compliance and damages.
- If the Bike has not been returned 48 hours after the agreement was terminated, E-bike to go will report the Bike as stolen and claim any related damages and/or costs to the Lessee in accordance with Article 8 and Article 5 section 4 of these conditions.

5. Cancellation, deposit and payment

- The lease fee must be paid by the Lessee in advance when picking up the Bike from the shop. Bookings can be cancelled up to 24 hours in advance in writing (including by email) free of charge. If the cancellation is not made (in time), E-bike to go will charge a lease fee for 24 hours.
- When the lease starts, E-bike to go demands a deposit, to be paid in the shop by credit card or bank card. The deposit will be refunded after the Bike is returned after settling any unpaid costs and/or damages in case of damage to E-bike to go.
- If the damage to E-bike to go is caused by a third party and E-bike to go is remunerated for the damage by the third party, E-bike to go will refund the deposit (proportionally) to the Lessee.
- All other or remaining amounts must be paid by the Lessee immediately, unless E-bike to go settles them via an invoice sent to the Lessee. E-bike to go applies a payment deadline of 10 days. If the Lessee fails to pay the invoice amount on time, they are legally in default. If the Lessee is a consumer, E-bike will send a one-off reminder with a final payment term of 14 days, without charge. If the invoice has not been paid hereafter, E-bike to go will claim legal interest and extrajudicial costs.

6. Lessee obligations

- The Bike may only be used in accordance with its nature and purpose. The Lessee will treat the Bike and any parts thereof (including the keys) with care. Bikes cannot be used on terrain for which they are not intended.
- The Lessee is not allowed to sublet, loan, rent out, sell or encumber or professionally use the Bike (including for the delivery of meals or non-food items). If the Lessee acts in violation of this condition, the Bike is not insured and the Lessee forfeits a

directly claimable fine of € 500 per violation, without affecting E-bike to go's right to demand compliance or damages. In addition, the Lessee will be excluded from using any of E-bike to go's services.

- The Lessee must return the Bike in the same condition as they received it. Lessees are not allowed to modify the Bike themselves, and that includes not adding bike racks or child seats.
- The Lessee should not continue to use the bike if it has a defect which using the bike makes worse. The Lessee should instead follow the instructions as indicated in Article 7.
- The use of the Bike is realised via an E-bike to go app provided by E-bike to go, unless it is a key model. Lessees can download the E-bike to go app on their smartphone. The use of this app is subject to terms of use.
- The start and end of the use of a Bike (with the exception of the key model) is realised via the app, in which the use can only be terminated at the designated E-bike to go business address. In other places, the Lessee can lock the Bike without terminating the use thereof.
- The Lessee must always secure the Bike against theft by (correctly and properly) using the locks provided by E-bike to go.

7. Lessee instructions

- The Lessee must report any defects, damage, loss or theft of the Bike to E-bike to go immediately and follow E-bike to go's reasonable instructions, including but not limited to cooperating in a police report (by E-bike to go), providing a completed and signed damage claim form signed by all parties involved if the damage was caused by a third party, and providing all necessary information to E-bike to go and its insurer.
- The Lessee will return the damaged Bike to the location from where it was let. The Lessee may not have a third party repair the Bike unless it has permission from E-bike to go.
- E-bike to go will assess the cause of the defect or damage and repair the Bike, unless it cannot be reasonably expected to do so. If the Bike cannot be repaired right away, E-bike to go will offer the Lessee a replacement if necessary.
- Repairs to the Bike are at the expense of E-bike to go unless E-bike to go believes the defect or damage is caused by improper use by or on behalf of the Lessee. In this case, any costs of maintenance, replacement or repair or any other costs are at the expense of the Lessee. Improper use includes use of the Bike in violation of these general terms & conditions and use contrary to the normal use of a Bike, including under the influence of narcotics such as alcohol and/or drugs, cases of traffic violations, negligence or lack of normal care or maintenance. In case of improper use, E-bike to go is entitled to take measures, including the immediate collection of the Bike, without releasing the Lessee from their payment obligations.

8. Damage, loss, theft and liability

- The use of the Bike is at the Lessee's own risk.
- E-bike to go will inspect the Bike for damage (including theft or loss of the Bike and/or parts thereof) when it is returned. If the Bike is damaged, the damage is presumed to have been caused by the Lessee and any costs for repairs or replacement are at the Lessee's expense, unless the Lessee can prove that the damage was already there when the agreement started or should otherwise be at the expense of E-bike to go. E-bike applies the following table in case of damage (amounts include VAT):

	Incl. VAT
Battery theft	€ 350
Battery damage	€ 250
Battery holder	€ 30
Brakes	€ 40
Controller	€ 200
Controller casing	€ 50
Charger	€ 85
Crank	€ 150
Front rack	€ 95
Front fork	€ 300
Headlight	€ 50
Key or Key lock	€ 50
Mudguard	€ 95
Seat	€ 65
Smart lock	€ 125
Stand	€ 55
Total Loss	€ 550
Wheel (rim)	€ 100

- The amounts due based on section 2 are settled against the deposit and/or must be paid immediately when the Bike is returned, unless E-bike to go sends an invoice in accordance with Article 5 section 4.
- If the damage, loss or theft is caused by any actions by the Lessee (or any person who used the Bike with permission from the Lessee) in violation of Articles 6 or 7, the Lessee must pay the full damages to E-bike to go (by way of derogation to section 3) insofar as they are higher than the amounts listed in the table above.
- The Lessee can take out insurance when the agreement starts so as to buy off any damage to the Bike and limit the deductible in case of theft to € 650 (€ 300 per Bike and € 350 per battery). For the key model, insurance coverage only applies if the key provided by E-bike to the Lessee is handed back to E-bike to go. If the original key cannot be provided, E-bike to go will claim the total cost of the Bike including battery (€ 2,200) from the Lessee.
- Any Lessee involved in two or more cases of theft will be blocked from using the services of E-bike to go.

7. If the Bike is found after a theft was reported, the Lessee will be charged a € 50 processing and administration fee instead of the deductible.
8. If a Bike has to be picked up from a municipal bicycle storage, the costs of € 50 will be charged to the Lessee.
9. E-bike to go is liable for damages caused by a defect to the Bike if the defect was already present when the agreement was entered into and E-bike to go was or should have been aware of the defect, or if the defect was caused after the agreement was entered into but was nonetheless attributable to E-bike to go. E-bike to go is not liable for any personal damages that the Lessee can claim from their insurer or if the Lessee received another type of pay-out for them, unless E-bike to go knew or should have known of the defect when entering into the agreement, or the defect was caused by the intent or gross negligence of E-bike to go.

9. Termination

1. E-bike to go can terminate the agreement extrajudicially and with immediate effect and reclaim the Bike if:
 - a. The Lessee does not comply with this agreement; or
 - b. The Lessee has been declared bankrupt or been admitted to the law debt restructuring scheme; or
 - c. E-bike to go is aware of circumstances of such a nature that it would not have entered into an agreement with the Lessee (in this way) if it had been aware of them. In this case, E-bike to go can claim a remuneration of costs, damages and interest.
2. The Lessee will cooperate fully with E-bike to go in returning the Bike.
3. Amounts for termination invoiced by E-bike to go will remain applicable and become immediately due and payable at the moment of dissolution. Any amounts already received by E-bike to go will not be subject to the termination. E-bike to go is not liable for damages to the Lessee as a result of termination based on this Article.

10. Privacy

1. E-bike to go processes information about the use and/or maintenance of its Bikes as well as personal details of the Lessee for the purposes of this agreement, including a copy of the Lessee's ID in accordance with privacy legislation.

11. Choice of law and competent court

1. Dutch law applies to all relations between E-bike to go and the Lessee.
2. Disputes between the parties about the agreement or about acts in connection with the agreement will only be submitted to the authorised court in the district of Amsterdam. This English language translation of the terms & conditions is provided as a service. In case of dispute, the original Dutch text always has precedence.

12. Changes

1. E-bike to go is authorised to change these general terms and conditions. E-bike to go must inform the Lessee of the new general conditions before they come into effect. If the amendment means that the Lessee is faced with an amendment that deviates substantially from the original performance, they are entitled to terminate the agreement from the date on which the changed conditions take effect.