

General Terms & Conditions EBTG - Business

1. Definitions

1. The following terms are used in these General Conditions:

General Terms & Conditions:	these general terms & conditions that apply to all offers and business agreements with EBTG for the rent of a Bike
Bike:	the (cargo) bikes and/or electric (cargo) bikes as specified in the offer.
EBTG:	the private company with limited liability EBTG BV, the lessor of Bikes
Lessee:	the legal person who rents a Bike or Bikes from EBTG
User:	the (contracted) employee of the Lessee or the third person who uses the Bike (as leased under the agreement)
Damage coverage:	subscription for the lease of a Bike, in which the Lessee is not liable for damages to the Bike and EBTG applies a deductible in case of theft in accordance with Table 1
Damage and theft coverage:	subscription for the lease of a Bike, in which the Lessee is not liable for damages to the Bike in accordance with Table 1 and EBTG applies a reduced deductible in case of theft in accordance with Table 1
MyBike:	personal online environment in which the Lessee can change their details, report damage & theft, contact the Lessor or cancel their subscription

The defined terms are used in singular and plural form. All amounts are excluding VAT.

2. Registration and agreement

1. These General Terms & Conditions apply to all offers, agreements, follow-up agreements and services provided by EBTG. Any General Terms & Conditions of the Lessee explicitly do not apply and are overruled by EBTG.
2. The General Terms & Conditions are provided to and accepted by the Lessee when the Lessee completes the online registration form on one of the EBTG websites or signs a lease agreement with EBTG.
3. EBTG will provide the Lessee with an offer that includes a description of the Bike(s) to be leased, the monthly fee and any additional costs. EBTG may also provide additional services.
4. An agreement between EBTG and the Lessee is established when the Lessee accepts the offer, or when EBTG starts implementing the agreement at the Lessee's request.
5. The Lessee is responsible for passing on any changes to their personal details known to EBTG such as address, email and phone number via MyBike. If the Lessee does not pass on changes in time, EBTG has the right to charge the Lessee an administrative fine of €250.
6. If EBTG does not strictly apply one or more conditions of these General Terms & Conditions, this does not mean that (the remainder of) these General Terms & Conditions are waived.

3. Type of subscription

1. When entering into the agreement, the Lessee will select a Bike, including damage coverage and optional theft coverage.
2. When entering into the agreement, the Lessee can choose for a subscription of a fixed or flexible duration. The fixed duration subscription is for a predetermined period and cannot be cancelled during that time. A flexible duration subscription can be cancelled monthly.

3. After the fixed duration subscription expires the agreement is automatically extended by a period equal to the term of the first/initial agreement, subject to a notice period of one month.
4. If the Lessee returns the Bike within 7 days of starting the subscription, during the so-called trial period, any lease costs will be returned to them. This option only applies once per Lessee.

4. Fees, changes and payments

1. The Lessee owes EBTG the previously agreed lease fee and any additional costs for extra items in advance. All listed costs exclude VAT. The Lessee will pay the first term in advance when registering.
2. EBTG reserves the right to change the lease fees, without giving the Lessee the right to cancel the agreement. Fee changes come into force one month after EBTG has informed the Lessee. Fee changes resulting from legislation, such as a VAT increase, can be implemented immediately.
3. EBTG will send the Lessee a weekly or monthly invoice for the lease fee and additional costs for the predetermined period, stating the period of use to which the invoice applies. The Lessee must check the invoice and notify EBTG of any incorrect figures or amounts within 30 days.
4. The invoice amount due will be paid by direct debit. If EBTG cannot automatically collect the amount due on the date as determined in point 3, a payment term of 14 days applies. The Lessee is legally in default if the invoice cannot be automatically collected and the payment term has expired. In such cases EBTG has the right to shut off the motor support and cancel or dissolve the agreement. If the outstanding invoice is paid within the next 14 days, the motor support will be switched back on.
5. Prior to dissolving the agreement, EBTG will send the Lessee a one-off reminder without extra fees with a final payment term of 14 days. If the Lessee does not pay within this term, EBTG also has a right to claim all extra administrative costs plus legal interest and extrajudicial costs.
6. EBTG will transfer any unpaid invoice to a collection firm. If the collection firm has six unpaid invoices, EBTG will claim full purchasing costs of the Bike from the Lessee and cancel or dissolve the agreement.

5. Delivery

1. EBTG agrees to provide the Bike(s) to the Lessee as described in the agreement.
2. The Bike(s) will be delivered to the location indicated on the registration form or picked up from an EBTG service point. EBTG charges a fee of €50 per Bike to deliver Bikes and the same fee applies for picking up Bikes at the end of the agreement. The delivery date of the (first) Bike(s) applies as the starting date of the agreement and is not considered a firm date.
3. Lessees who are not present at the agreed time and place will be charged a fee of €50.
4. The Lessee can change or cancel their appointment up to 24 hours in advance. A fee of €50 applies to any changes or cancellations made within 24 hours of the appointment.

6. Lessee and User obligations

1. The Lessee is free to give the Bike(s) as leased under the agreement to User(s). The Lessee must communicate the obligations included in this article to the User(s) and ensure their compliance. The Lessee will remain accountable to EBTG for the obligations resulting from the agreement and these General Terms & Conditions.
2. With the exception that determined in point 1, the Lessee may not (sub)let, lend, give to others for use, sell or pawn the Bike(s).

3. The Bike(s) should only be used in accordance with their nature and purpose. The Bike(s) and accessories (including keys) must be used with due care. Bike(s) may not be used on terrain for which they have not been built. Charging the battery should be done correctly and in a safe place to prevent overheating/fire hazards.
4. The Lessee must return the Bike(s) in the same condition as they were upon receipt. The Lessee is not allowed to make any modifications to the Bike(s) such as adding bike racks or child seats.
5. Bikes with a defect should no longer be used if this makes the problem worse. Lessees and Users instead should comply with the instructions in Article 7.
6. Use of a Bike requires the EBTG app which is provided by EBTG, unless it is a key model. Lessees/Users can download the app on their smartphone. Using the app is subject to specific terms and conditions.
7. The start and end period of the use of a Bike (with the exception of the key model) is implemented via the app, in which the use can only be terminated at the agreed home base of EBTG. In other places, the Lessee/User can lock the Bike without terminating the agreement.
8. The Bike should be protected against theft by using the locks provided by EBTG correctly and as instructed. This means locking the Bike to an immovable object with the provided ring lock.

7. Service, maintenance and Lessee instructions

1. EBTG will perform regular maintenance on the Bike(s) as it sees fit.
2. EBTG has the authority to check the state of the Bikes and modify them. The Lessee and User must cooperate with these checks, modifications and inspections.
3. The Lessee must inform EBTG within 24 hours if a Bike is damaged or missing and follow all reasonable instructions provided by EBTG, including but not limited to (EBTG) filing a police report, providing a completed damage form signed by all parties involved if a third party was involved and providing all information to EBTG and its insurer.
4. The Lessee cannot have a third party repair a Bike without permission from EBTG.
5. EBTG 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 immediately repaired, EBTG will contact the Lessee within 48 hours to arrange a Bike exchange. The Lessee cannot derive any rights from this term. An exchange will only take place at the address provided by the Lessee on the registration form.
A maximum of one free exchange per three months applies; for others a fee of €50 will be charged per exchange. This does not apply when there is a defect to the motor. An exchange at a service point is free of charge.
6. Regular maintenance and damage to the Bike(s) is at the expense of EBTG. If, according to EBTG, any defect or damage found is a result of negligence, improper use or use that is not in accordance with the Bike's nature or purpose by or on behalf of the Lessee, the maintenance, repair, replacement or other costs will be charged to the Lessee.
7. In case of improper use of the Bike by the Lessee/User, EBTG has the right to take measures, including the immediate confiscation of the Bike without affecting the Lessee's payment obligations. Improper use includes at least the following: use that conflicts with these General Terms & Conditions and use that conflicts with the normal use of a Bike, including using it when under the influence of narcotics such as alcohol en/of drugs, traffic violations, negligence and a lack of due care.
8. EBTG will only exchange or repair the Bike if the Lessee has fulfilled all their payment obligations in accordance with the agreement.
9. Lessees not present at the agreed time and place will be charged with a fee of €50.

8. Damage, theft, liability and subscription type

1. The use of the Bike is entirely at the Lessee/User's own risk.
2. EBTG will inspect the Bike upon its return for possible damage (including theft of the Bike or missing parts). Repair or replacement costs will be charged to the Lessee, unless they have damage and/or theft coverage included in their subscription or can prove that the damage was already present at the start of the agreement or should be claimed from EBTG for any other reason.
3. In case of theft, a deductible in accordance with table 1 applies (please note the difference in amounts when original key is not presented).
4. The contents of point 3 apply regardless of the subscription type and whether the Lessee has any payment arrears.

Table 1

Description	E-bike incl. damage coverage	E-bike incl. damage + theft coverage
Battery	€290	€290
Charger	€70	€70
Key or lock	€45	€45
Noord e-bike incl. original key	n/a	€290
Noord e-bike excl. original key	n/a	€2900
e-bike to go incl. original key	€535	n/a
e-bike to go excl. original key	€1820	n/a

5. The Lessee will only receive a new Bike or Battery once the deductible has been paid.
6. The Lessee will be blocked and no longer be able to use a new Bike if they have been involved in an excessive number of thefts.
7. If the Bike is recovered after a theft has been reported, the lessee will be charged a processing and administrative fee of €50 instead of the deductible.
8. EBTG will charge the Lessee a fee of €75 if a Bike has to be picked up from the Bicycle Depot (*Fietsdepot*). If a Bike is recovered at a Bicycle Depot after it has been reported stolen, this amount (€75) is added to the amount indicated in point 7.

9. Duration and cancellation

1. The agreement applies for a period of one year, unless the Lessee and EBTG agree otherwise in writing.
2. After the period referred to in point 1 (or the initial contract period if another duration was agreed to in writing) has expired, the agreement between EBTG and the Lessee will be automatically extended by a period equal to the first/initial agreement, subject to a notice period of one month.
3. EBTG can also cancel the agreement with immediate effect and without legal intervention, and without having to pay compensation while retaining all its rights in the following cases:
 - a. The Lessee is not complying with all obligations in the agreement or these General Terms & Conditions or is in default, including by not paying the lease, costs or other fees based on the agreement in time;

- b. The Lessee requests a temporary or definitive extension of payment or has been declared bankrupt or has been admitted to the law debt restructuring scheme for natural persons;
 - c. There are circumstances of such a nature that the agreement cannot be complied with or that EBTG cannot be expected to continue the agreement without change.
4. During the notice period as under point 2, the Lessee continues to owe the agreed fee for said term. EBTG will contact the Lessee within the notice period to discuss return of the Bike(s), which must be at the latest by the final day of the notice period. The Lessee will cooperate fully with EBTG to ensure the Bike(s) are returned.
 5. If the agreement ends based on point 3 before the duration as in point 1 or 2 has expired, EBTG retains the right to be paid for the remaining lease terms over that period.
 6. Fees invoiced by EBTG before cancellation will still be due and become immediately claimable at the time of cancellation.
 7. A Bike can be returned to an EBTG service point free of charge. The Bike can also be picked up by EBTG for a fee of €50.
 8. If the Bike is not returned by the Lessee on the final day of the notice period, the following applies:
 - a. the cancellation will not be considered in effect if the Lessee continues to pay their fees in accordance with the agreement after this date. The agreement will continue unchanged;
 - b. the cancellation will be considered in effect if the Lessee does not continue to pay their fees in accordance with the agreement after this date and does not respond to reminders from EBTG to return the Bike within 14 days, during which term the Lessee owes the full lease fee for one term. After this term has expired without result, EBTG will consider the Bike to be stolen by the Lessee. In this case, EBTG has the right to claim the full purchasing value of the Bike from the Lessee in accordance with Article 8, point 3 of these conditions. Article 8 point 4 also applies.

10. Dissolution

1. Article 9 does not affect EBTG's statutory rights to dissolution.
2. In case of dissolution the Lessee will return the Bike(s) no more than two days after the dissolution date, in accordance with Article 9 point 7. If Bike(s) are not returned by the Lessee within this period, Article 9 point 8 sub a and b will apply, in which 'this date' refers to the dissolution date.
3. Fees invoiced by EBTG before dissolution will still be due and become immediately claimable at the time of dissolution. Amounts already received by EBTG are not subject to dissolution. EBTG is not liable to compensate the Lessee due to dissolution based on this article.

11. Privacy

1. To implement the agreement and keep the Lessee and/or User informed about use and maintenance of the Bike, EBTG processes information such as personal details of the Lessee and/or User in accordance with privacy legislation.
2. The Lessee agrees with the fact that Bike(s) are equipped with GPS and that the data will be used anonymously to optimise services. The location data cannot be linked to personal data unless an official request is made by an investigative body under the authority of the Public Prosecutor.

12. Ownership

1. The ownership of the Bike(s) rests with EBTG. Upon cancellation of the agreement, the Lessee will hand over the Bike(s) to EBTG. This obligation cannot be postponed.

13. Liability

- 1 EBTG is never compelled to compensate the Lessee for any damages other than damages payable in accordance with legislation. EBTG is not liable for damages to the Lessee resulting from improper use of the Bike and/or battery as in Article 7 point 7 of these General Terms & Conditions, or intent or gross negligence on behalf of the Lessee.
2. EBTG is only liable for damages resulting from a defect to the Bike, if the defect was already present at the start of the agreement and EBTG knew or should have known about it, or if the defect developed after the start of the agreement but still falls under the responsibility of EBTG. EBTG is not liable for damages the Lessee can claim from their insurance or if the Lessee receives compensation in any other way, unless EBTG knew or should have known about the defect at the start of the agreement, or the defect was the result of intent or gross negligence on behalf of EBTG.
- 3 EBTG is never liable for immaterial damage or indirect damage, including consequential damage resulting from not being able to use a Bike (temporarily) such as lost turnover, income or profit, the loss of clients, third-party claims, the loss of contracts or business opportunities, production losses, missed (anticipated) savings, damage caused by interruption to business, reduced goodwill or reputation, a reduction in value of goods, and other consequential damage and/or delay losses. This exclusion of liability does not apply if the damage was the result of intent or gross negligence on behalf of EBTG. The Lessee exempts EBTG from any third-party claims and is compelled to pay damages incurred by EBTG related to these claims, including full legal fees.
4. Any compensation to be paid by EBTG will never exceed the amount of the damages covered by insurance, if the damages are covered by its insurance company, plus deductible, or at least the sum excluding VAT that EBTG received from the Lessee based on the agreement in the calendar year in which the liability was established, provided that the Lessee informed EBTG in writing within 30 days of when the Lessee learned or reasonably should have learned of the cause of the liability, at the risk of forfeiting all rights.
5. EBTG uses subcontractors for the implementation of the agreement, such as a hosting provider. EBTG is not liable for any shortcomings under the agreement if they are the result of shortcomings on the part of its suppliers.

14. Choice of law and authorised court

1. All transactions and agreements between EBTG and the Lessee fall exclusively under Dutch law.
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.

15. Changes

1. EBTG is authorised to change these general terms and conditions unilaterally. The changed General Terms & Conditions will be sent to the Lessee before or as they come into effect.