

General terms and conditions e-bike to go Belgium - Business

1. Definitions

These general terms & conditions apply to:

General terms & conditions: The provisions in this document.

Bike: The (electric) (cargo) bike(s) as specified in the offer, including accessories such as helmet, saddle bags, etc.

E-bike to go: The limited liability company The E-bike Company B.V., with registered seat at Disketteweg 9, 1033NW Amsterdam (the Netherlands) with enterprise number 62005723, with Dutch TVA-nr.: NL854590730B01, a lessor of Bikes and Containers.

Lessee: Any enterprise ("ondernemer") that leases a Bike and/or Container from E-bike to go

Container: The container(s) for storing the Bikes and accessories as specified in the offer

User: A (seconded) employee of the Lessee who will be using the Bike (as leased under this agreement)

Bike plan: The Lessee's option as employer to provide its employee(s) with a Bike based on leasing as a User, as specified in the offer.p

Smart subscription: Subscription for the lease of a Bike whereby the Lessee is liable for damage to the Bike in accordance with Table 1, and E-Bike to go applies a deductible of € 248 per Bike and € 289 per battery in case of theft

SmartPlus subscription: Subscription for the lease of a Bike whereby the Lessee is not liable for damage to the Bike in accordance with Table 1, and E-Bike to go applies a deductible of € 248 per Bike and € 289 per battery in case of theft

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

2. Offer and agreement

1. These general terms and conditions apply to all offers, agreements and services provided by E-bike to go. Any general terms and conditions of the Lessee explicitly don't apply and are rejected by E-bike to go.
2. The acceptance by and provision of the general conditions to the Lessee takes place when the Lessee completes the online registration form on the E-bike to go website. E-bike to go will submit an offer to the Lessee, including the current general conditions, a description of the Bike(s) and/or Container(s) to be leased, the monthly fee and any additional costs. E-bike to go may also offer additional services, such as the Bike Plan.
3. The agreement between E-bike to go and the Lessee is established when the Lessee accepts the offer or when E-bike to go starts the implementation of the agreement at the Lessee's request.
4. The Lessee is responsible for passing on any changes to their details as known to E-bike to go, including changes to address, email or phone number.
5. 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. Type of subscription

1. When entering into the agreement, the Lessee will choose between a Smart or SmartPlus subscription.

4. Remuneration, changes and payment

1. Lessees will pay E-bike to go the previously agreed monthly lease and any additional costs. All amounts indicated are exclusive of VAT.
2. E-bike to go reserves the right to change its fees, in case such is justified by objective factors beyond her will and in such case will notify the Lessee per preceding motivated writing. In such cases, the Lessee cannot terminate the agreement unless the increase takes place within three months after concluding the agreement and the Lessee is a consumer. Increases based on legislation, such as VAT rises, can be implemented immediately and do not give the Lessee the right to terminate the agreement.
3. The rent/fees will be adapted to the costs of living as indicated in the calculation below, based on the fluctuations of the consumer price index:
$$(\text{basic rent} \times \text{new index}) / \text{initial index} = \text{new/indexed rent}$$

The elements of this calculation are as follows:

 - The basic rent is the rent/fee as agreed in this agreement
 - The initial index is the health index of the month prior to the concluding of this agreement
 - The new index is the health index of the month prior to the anniversary of the date on which the agreement entered into force.

This adaptation takes place automatically on the anniversary of the date this agreement entered into force. In case the new index is not known in due time, the difference between the paid rent and the rent corresponding to the calculation above will be settled with increase or adding up to the next rent to be paid.

4. E-bike to go will send the Lessee a monthly invoice for the lease and any additional costs for the specified period. Invoicing takes place on the 28th of the month, over the period of use. This period depends on the calendar day on which the agreement has been concluded pursuant to article 2 paragraph 3.
5. Any Bike Plan that the Lessee has in place for its employees is stated separately on the monthly invoice.
6. Lessees can choose to pay the lease fee for a period of at least 12 months in one go, in which case they will receive a discount on the total lease fee.
7. Lessees will settle E-bike to go's invoices within 14 days of the invoice date.
8. If E-bike to go does not receive full payment from the Lessee within the payment term, the Lessee is legally in default and owes legal interest (in accordance with the Law of 2 August 2002 on delay of payments in in the scope of commercial transactions while also being compelled to pay E-bike to go any costs, including a lump sum of 10% of the invoice amount (with a minimum 40,- EUR), in addition to possible judicial costs, related to the collection of the amount due.

5. Delivery

1. E-bike to go will supply the Lessee with the Bike(s) and/or Container(s) in accordance with the agreement.
2. The Bike(s) and/or Container(s) will be delivered to the location provided on the registration form or collected from an E-bike to go pick-up point. E-bike to go charges a fee of € 50 for delivery of the Bike(s) and/or Container(s) or pick-up of the Bike(s) and/or Container(s) upon termination of the agreement. The delivery date of the (first) Bike(s) and/or Container(s) is considered to be the starting date of the agreement.
3. The Lessee will receive the Bike and will thereby verify whether this is in a good state and corresponds with the terms as agreed upon in the agreement. If the Lessee discovers that the Bike is not in a good state or does not correspond with the terms of this agreement, he will give notice to E-bike to go, upon receipt of the Bike.
1. E-bike to go provides a manual of the Bike to the Lessee and a document in which he informs the Lessee about the safety measures to be taken when using the Bike. This information is also given verbally to the Lessee upon delivery of the Bike.

6. Lessee and User obligations

1. The Lessee can give the Bike(s) to User(s) for their use, based on the Bike Plan or otherwise. The Lessee is obliged to transfer the obligations included in this agreement to the User(s) and ensure their compliance. The Lessee remains responsible to E-bike to go for the obligations in this agreement and these general terms and conditions.
2. With the exception of that determined in Article 6(1), the Bike(s) and/or Container(s) may not be sublet, loaned, rented out, sold or encumbered.
3. The Bike(s) may only be used in accordance with their nature and purpose. The Bike(s) and any parts thereof (including the keys) will be treated with care. Bikes cannot be used on terrain for which they are not intended. Batteries should be charged in the correct way in a safe place to prevent overheating/fire hazard.
4. The Lessee will return the Bike(s) and/or Container(s) in the same condition as they received them. Bike(s) may not be modified and bike racks and child seats cannot be added. The Container may not be moved to another location without prior written permission from E-bike to go.
5. Bikes should not be used if they have a defect that is made worse by continued use. If a defect is found the Lessee and User should follow the instructions as indicated in Article 7.
6. 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 app on their smartphone and its use is subject to specific terms of use.
7. The start and end period 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 or User can lock the Bike without terminating.
8. Bikes should always be protected against theft by (correctly and properly) using the locks provided by E-bike to go.

7. Service, maintenance and instructions for Lessee and User

1. E-bike to go will provide regular maintenance of the Bike(s) as and when it deems necessary.
2. E-bike provides the Lessee comfortable use of the Bike and is responsible for hidden defects that obstruct the normal use of the Bike. E-bike to go nevertheless reserves the right to check the condition of and make modifications to its Bikes. The Lessee is obliged to cooperate with inspections, modifications and checks and is obliged to make the Bike to E-bike to go when requested by the latter.
3. The Lessee must report any defects, damage, loss or theft of the Bike to E-bike to go within 24 hours 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. The Lessee must provide all necessary information to E-bike to go and its insurer. In case the Lessee does not fulfil this obligation in due

time, the Lessee can be held accountable for the damages thereby suffered by E-bike to go, such as a loss of claim towards the insurance of E-Bike or the loss of possibility to hold a third party liable for the suffered damages / loss.

4. The Lessee may not have a third party repair the Bike unless it has been given permission to do so from E-bike to go.
5. 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 and within 48 hours. The Lessee cannot derive any rights if this term is not met. An exchange will only take place at the address provided when registering and is free of charge for all-in fees or when the exchange is made at a pick-up point. In all other cases E-bike to go will charge a fee of € 50.
6. Normal repairs to the Bike (for regular and normal defect or damage, caused by the Bike's age, normal abrasion and force majeure) are at the expense of E-bike to go. In case 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.
7. E-bike to go will only exchange or repair the e-bike if the Lessee has fulfilled all its financial obligations.

8. Damage, loss, theft and liability

1. The use of the Bike is at the Lessee's or User's own risk.
2. 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. Any damage found is presumed to have been caused by the Lessee E-bike applies the following table for damage (amounts are excl. VAT):
3. 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. Any damage found is presumed to have been caused by the Lessee (which also includes the User) and costs for repairs or replacement will be at the Lessee's expense, if this damage is not indicated in the Joint Preliminary Damage Assessment Site Estimate Form. E-bike applies the following table for damage:

Table 1

	Incl. VAT	Excl. VAT
Battery theft	€ 350	€ 289
Battery damage	€ 250	€ 207
Battery holder	€ 30	€ 25
Brakes	€ 40	€ 33
Controller	€ 200	€ 165
Controller casing	€ 50	€ 41
Charger	€ 85	€ 70
Crank	€ 150	€ 124
Front rack	€ 95	€ 79
Front fork	€ 300	€ 248
Headlight	€ 50	€ 41
Key or Key lock	€ 50	€ 41
Mudguard	€ 95	€ 79
Seat	€ 65	€ 54
Smart lock	€ 125	€ 103
Stand	€ 55	€ 45
Total Loss	€ 550	€ 455
Wheel (rim)	€ 100	€ 83

3. If the damage, loss or theft is caused by any actions by the Lessee (or anyone 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 Article 8(2) insofar as they are higher than the amounts listed in the table above.
4. In case of theft, E-bike to go applies a deductible of € 248 per Bike and € 289 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, namely € 1,818, from the Lessee.
5. Any Lessee involved in two or more cases of theft will be blocked from using the services or Bikes of E-bike to go.
6. 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.
7. If a Bike has to be picked up from a municipal bicycle storage, the costs of € 50 will be charged to the Lessee.

9. Duration and termination

1. The agreement is concluded for a pre-determined period and cannot be prematurely terminated, unless agreed otherwise by both parties.
2. After the period indicated in Article 9(1) has ended, the agreement will be automatically extended by a period of three months and both Lessee and E-bike to go are subject to a notice term of one month.

3. During the term of notice referred to in Article 9(2) the Lessee still owes the agreed monthly lease. E-bike to go will contact the Lessee during this term of notice to discuss the return of the Bike(s) and/or Container(s).
4. In the following cases, E-bike to go can terminate the agreement extrajudicially and with immediate effect, without owing any damages and while retaining its rights:
 - The Lessee does not comply with this agreement;
 - The Lessee has been declared bankrupt or admitted to the law debt restructuring scheme ("Gerechtelijke reorganisatie");
 - Circumstances arise of such a nature that compliance with the agreement is impossible or that E-bike to go cannot be compelled to continue the agreement as is.
5. If the agreement is terminated based on section 4 before the period as in Article 9(1) or 9(2) has ended, E-bike to go is entitled to payment of the remaining lease terms over said period.
6. Amounts invoiced by E-bike to go before termination will remain due and become claimable immediately.

10. Termination

1. Article 9 has no bearing on any termination of the agreement by E-bike to go on legal grounds.
2. In case of termination, the Lessee will fully cooperate with returning the Bike(s) and/or Container(s) to E-bike to go.
3. Amounts invoiced by E-bike to go before termination will remain due and become claimable immediately. Amounts already received by E-bike to go will not be returned. E-bike to go is not liable for any damage to the Lessee due to termination based on this Article.

11. 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 the applicable privacy legislation. E-bike to go will check the credit score of the Lessee based on the registration.
2. After termination of the agreement the Name and address details and the e-mail address of the Lessee will be kept by E-bike to go for 5 years, in accordance with the tax legislation applicable to this agreement.
3. The Privacy Policy of E-Bike to go can be consulted on the following [link](https://ebiketogo.com/privacy-policy/The): <https://ebiketogo.com/privacy-policy/The> Cookies Policy of E-Bike can be consulted on the following [link](#). The Lessee confirms to have read this terms and has given his approval hereon.

12. Ownership

1. E-bike to go retains ownership of the Bikes and Containers. Upon termination of the agreement, the Lessee will hand over the Bike(s) and/or Container(s) to E-bike to go. This obligation cannot be delayed.

13. Liability

1. E-bike to go is never liable to compensate the Lessee for any damages other than damages payable in accordance with the legislation. E-bike to go is not liable for damages incurred by the Lessee due to improper use of the Bike and/or battery as referred to in Article 7(6) of these conditions.
2. E-bike to go is only liable for damages caused by a defect to the Bike if the defect was invisible but already present when the Bike was delivered to the Lessee 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.
3. Should E-bike to go be required to pay compensation, this will never exceed the amount of the damages covered by insurance, plus the deductible, or the invoice amount paid by the Lessee in accordance with the agreement.
4. E-bike to go uses subcontractors for the implementation of the agreement, such as a hosting provider. E-bike to go 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. Belgian 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 area of Antwerp. This English language translation of the terms & conditions is provided as a service. In case of dispute, the original Dutch text always has precedence.

15. 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.