

General terms and conditions for e-bike to go Netherlands - Business

1. Definitions

1. 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 BV, a lessor of Bikes and Containers
Lessee:	Any legal entity 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.
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.

*Previously known as a 'professional' subscription

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, (follow-up) agreements and services provided by E-bike to go. Any general terms and conditions of the Lessee explicitly do not 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.
3. E-bike to go will submit an offer to the Lessee, including 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.
4. 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 implementing the agreement at the Lessee's request.
5. Lessees are responsible for passing on any changes to their details as known to E-bike to go, including changes to address, email or phone number.
6. 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 excluding VAT.
2. E-bike to go reserves the right to change the lease fee without giving the Lessee the right to terminate the agreement. Fee changes will be implemented one month after the Lessee was informed thereof by E-bike to go. Increases based on legislation, such as VAT rises, can be implemented immediately.
3. 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, stating the period of use.
4. Any Bike Plan that the Lessee has in place for its employees is stated separately on the monthly invoice.
5. 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.
6. Lessees will settle E-bike to go's invoices within 14 days of the invoice date.
7. 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 while also being compelled to pay E-bike to go any costs, including extrajudicial 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 €500 for the 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 but is not considered a strict deadline.

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 sub-let, 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 to go reserves the right to check the condition of and make modifications to its Bikes. The Lessee and User are obliged to cooperate with inspections, modifications and checks.
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, providing all necessary information to E-bike to go and its insurer.
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. E-bike to go will cover the costs of regular maintenance unless it believes the defect or damage is caused by improper use by or on behalf of the Lessee, in which case any costs of maintenance, replacement or repair or other costs are at the expense of the Lessee. These costs will be charged to the Lessee in accordance with the table included in article 8.
7. 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. 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 alcohol and/or drugs, traffic violations, negligence or a lack of normal care or maintenance.
8. 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. In the case of a Smart subscription (not SmartPlus), 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 paid for by E-bike to go. E-bike applies the following table for damage:

Table 1

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

3. In case of theft, E-bike to go applies a deductible of €248 per Bike and €289 per battery. For the key model, theft 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. This means that E-bike to go applies the following table in case of damage or theft:

Table 2

Smart	Smart Plus
√ damage in accordance with Table 1	√ 100% damage covered
√ 70% coverage in case of theft*	√ 70% coverage in case of theft *

*) in case of a key version: upon return of the original key

4. Any Lessee involved in two or more cases of theft will be blocked from using the services or Bikes of E-bike to go.
5. 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.
6. 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.
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. 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:
 - a. The Lessee does not comply with this agreement.
 - b. The Lessee has been declared bankrupt or admitted to the law debt restructuring scheme.
 - c. 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.
4. 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). The Bike(s) and/or Container(s) should be returned on the final day of the term of notice at the latest. The Lessee will cooperate fully to return the Bike(s) and/or Container(s) to E-bike to go.
5. If the agreement is terminated based on section 3 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.
7. A Bike can be returned by the Lessee free of charge at an E-bike to go pick-up point. To retrieve a bike E-bike to go charges a fee of €50, which must be paid directly to the driver by debit card.
8. If the Bike was not returned by the Lessee on the last day of the termination period:
 - a. the cancellation is considered not to go into effect insofar as the Lessee continues to pay the fees in accordance with this agreement after this date. The agreement remains in full force.
 - b. the termination is considered effective if the Lessee pays no more fees in accordance with this agreement after this date and does not respond to the summons of E-bike to go to return the Bike within 14 days, during which term the Lessee owes the full subscription fee for one month. If this term has passed without the Bike being returned, E-bike to go is entitled to charge the Lessee for the full costs of the Bike, in accordance with Article 8(3) of these conditions. Article 8(4) also applies.

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 on legal grounds, the Lessee will fully cooperate with returning the Bike(s) and/or Container(s) to E-bike to go within two days after the termination in accordance with Article 9(7). If the Bike was not returned by the Lessee within this term, what is determined in Article 9(8 sub a and b) applies accordingly, in which 'this date' means the termination date.
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 and/or Containers as well as personal details of the Lessee and/or User for the purposes of this agreement and to inform the user and/or Lessee in accordance with privacy legislation.

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 or wilful recklessness by the Lessee as referred to in Article 7(7) of these conditions.
2. E-bike to go is only 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.
- 3 E-bike to go is never liable for intangible losses or indirect damage, including consequential damage due to the (temporary) unavailability of the Bike, including a loss of turnover, income or profits, clients losses, third-party claims, missed agreements or business opportunities, production losses, missed (anticipated) savings, damages due to company standstills, reduced goodwill or reputation, value depreciation of goods, and other consequential damage (including due to delays). This exclusion in liability does not apply insofar as the damage was caused as a result of intent or gross negligence by E-bike to go. The Lessee indemnifies E-bike to go for claims from third parties and will, in this context, remunerate any damages, including the full legal defence costs, incurred by E-bike to go.
4. Should E-bike to go pay be required to pay compensation, this will never exceed the amount of the damages covered by insurance, plus the deductible, or the amount excluding VAT which E-bike to go had received from the Lessee based on this agreement in the calendar year in which the liability applies, insofar as the Lessee informed E-bike to go in writing within 30 days of finding out about the liability (or could reasonably have done so), on penalty of the Lessee forfeiting their rights.
5. 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. 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.

15. Changes

1. E-bike to go is authorised to change these general terms and conditions unilaterally. E-bike to go must inform the Lessee of the new general conditions before or as they come into effect.