

# Terms and Conditions

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## 1. Applicability

These General Terms and Conditions utilise the following definitions of terms:

General Terms and Conditions:	The DOCKR General Terms and Conditions that apply to every Lease Agreement;
DOCKR:	DOCKR B.V, with its registered office in Leusden and its headquarters located at Stationsplein 19A, 3818 LE Amersfoort, registered with the Chamber of Commerce under number 72904364;
DOCKR Mobility Equipment:	The vehicles provided by DOCKR to the Lessee as per the terms of the Lease Agreement (in the form of moveable property, as described on the DOCKR website) for use by the Lessee in accordance with the General Terms and Conditions;
End Date:	The date on which the Lease Agreement is terminated as a result of the Lessee cancelling the agreement as stipulated in Article 10;
Lessee:	Any legal entity, general partnership or sole proprietorship that enters into a Lease Agreement with DOCKR;
Lease Agreement:	The Lease Agreement between DOCKR and the Lessee regarding the use of the DOCKR Mobility Equipment by the Lessee, or any other agreement between DOCKR and the Lessee;
Lease Price:	The agreed-upon lease amount as stipulated in the Lease Agreement for the lease of the DOCKR Mobility Equipment;
Repair and/or Maintenance:	The solution of a problem encountered by the Lessee with regard to the DOCKR Mobility Equipment by means of repairing said Mobility Equipment and/or replacing it with the same model DOCKR Mobility Equipment;
Unwarranted Maintenance:	Has the meaning assigned to it as per Article 8.4;
Parties	The Lessee and DOCKR.

## **2. Applicability**

- 2.1 These General Terms and Conditions shall apply to every Lease Agreement between DOCKR and the Lessee.
- 2.2 Any agreements between DOCKR and the Lessee in deviation from or supplemental to these Terms and Conditions shall only apply with the express written confirmation of DOCKR.

## **3. Lease Agreement**

- 3.1 After confirming a reservation by the Lessee, DOCKR is obliged to make every reasonable effort to provide a DOCKR Mobility Equipment vehicle suitable for use by the Lessee at the agreed-upon time and location stipulated in the order, and to continue such provision for the full lease term.
- 3.2 The failure of the previous user to return a DOCKR Mobility Equipment vehicle reserved by the Lessee on time, and/or the conduct of necessary repairs of defects or damage to the reserved DOCKR Mobility Equipment, may entail that the reserved DOCKR Mobility Equipment cannot be provided to the Lessee as agreed, despite the confirmation of the reservation by DOCKR. It is also possible that damage or defects to a DOCKR Mobility Equipment vehicle which is/are for the risk and responsibility of DOCKR may limit the use of the DOCKR Mobility Equipment. In the event that DOCKR is unable to fulfil its obligation to provide for a reservation confirmed by DOCKR due to this reason, then DOCKR is obliged to make every reasonable effort to provide a replacement DOCKR Mobility Equipment vehicle for the Lessee as quickly as possible.
- 3.3 The Lessee shall have access to a DOCKR Mobility Equipment vehicle for the duration of the Lease Agreement. The costs for electrically charging the DOCKR Mobility Equipment shall be borne by the Lessee, and fall outside the scope of the Lease Agreement.
- 3.4 If relevant and applicable, the DOCKR Mobility Equipment shall be delivered with a safety lock with a single key/identifier.
- 3.5 The Lease Agreement entitles the Lessee to free Maintenance (see also Article 8). This is understood to include:
  - Free repairs of defects to the DOCKR Mobility Equipment due to normal wear and usage of the DOCKR Mobility Equipment; and

- Exchanging the DOCKR Mobility Equipment within the limits of the municipality where DOCKR is active at no extra cost, if necessary. DOCKR shall retain a spare key to the DOCKR Mobility Equipment. In the event that the key held by the Lessee is lost or damaged, then the Lessee must request a new key from DOCKR. The Lessee will be charged a fee of EUR 50 per replacement key.
- 3.6 The Lessee is obliged to report any loss, theft or destruction of a key to DOCKR immediately, so that DOCKR can block the key if possible to prevent misuse of the key.
- 3.7 Due to the risk of theft, the Lessee is not permitted to make copies of the key or to have more than one key in its possession.
- 3.8 Any keys reported as lost must be returned to DOCKR immediately if found.
- 3.9 The DOCKR Mobility Equipment may be fitted with an advertising message. In the event that the advertising message is damaged or completely removed from the DOCKR Mobility Equipment, then the Lessee must contact DOCKR immediately.
- 3.10 All insurance policies on the vehicle, as well as any deductibles for the DOCKR Mobility Equipment, shall be included in the Lease Agreement.

#### **4. Extra costs during the Lease Agreement term**

- 4.1 All extra costs pertaining to the use of the DOCKR Mobility Equipment shall be borne by the Lessee. This includes (if relevant): windscreen wiper fluid, fines, parking costs, tolls, storage and the costs for electrically charging the DOCKR Mobility Equipment.
- 4.2 Any towing or other transport costs for the DOCKR Mobility Equipment, other than immediate roadside assistance service as stipulated in Article 8.5, shall be borne by the Lessee.
- 4.3 Any costs for repairs made to the DOCKR Mobility Equipment without the express permission of DOCKR shall be borne by the Lessee.

#### **5. Registration documents**

- 5.1 When the Lessee utilises a DOCKR Mobility Equipment vehicle, such use shall be considered proof that the vehicle functions properly and displays no defects.
- 5.2 In the event that the Lessee has concerns about the safety of the DOCKR Mobility Equipment, then the Lessee must contact DOCKR immediately.
- 5.3 The use of the DOCKR Mobility Equipment by the Lessee is at the risk of the Lessee.

#### **6. Terms and Conditions**

- 6.1 The Lessee is obliged to comply with the General Terms and Conditions.
- 6.2 The Lessee must be in possession of a SEPA bank account number.
- 6.3 Only those natural persons who have entered into a Lease Agreement with DOCKR are authorised to use and operate the DOCKR Mobility Equipment, and if necessary:
- The user must be in possession of a valid Dutch driver's license for operating the relevant DOCKR Mobility Equipment; and
  - The user must carry the driver's license when using the DOCKR Mobility Equipment, and must meet all of the conditions and limitations stipulated therein.
  - In the event that the Lessee's driver's license is lost or revoked, or the user's authorisation is otherwise limited or disqualified, then the user's authorisation to operate the DOCKR Mobility Equipment shall be revoked for the duration of the loss, revocation or limitation/disqualification. The Lessee is obliged to report such revocation, suspension or limitation of the user's driving permit to DOCKR immediately.
- 6.5 The Lessee is obliged to operate the DOCKR Mobility Equipment personally and in a proper manner. The Lessee is obliged to take due care of the DOCKR Mobility Equipment.
- 6.6 Users are prohibited from: operating the DOCKR Mobility Equipment under the influence of alcohol, drugs or other substances that can influence the user's driving behaviour; providing driving instruction; participating in races, rallies, demonstrations, tests or parades; committing offences; towing or pushing caravans, trailers or other objects; carrying cargo or other burdens on the roof of the vehicle; overloading the DOCKR Mobility Equipment or carrying unsecured loads. Users are also prohibited from smoking inside the DOCKR Mobility Equipment or to carrying objects or substances with shapes, compositions or odours that can damage the DOCKR Mobility Equipment or make it unsuitable for future lease.
- 6.7 DOCKR shall retain perpetual ownership of the DOCKR Mobility Equipment. The Lessee is prohibited from allocating or granting any security rights or other rights to the DOCKR Mobility Equipment to a third party. The Lessee is also prohibited from sub-letting the DOCKR Mobility Equipment to a third party, or offering it for any other form of use or shared use.

- 6.8 The Lessee bears all responsibility and risk for the behaviour of the user of the DOCKR Mobility Equipment, and for the behaviour of those to whom the Lessee may provide the sole key to the DOCKR Mobility Equipment, as if the Lessee were him-/herself the operator of the DOCKR Mobility Equipment or the person in possession of the relevant key.
- 6.9 The Lessee is responsible for informing DOCKR of any changes to the information known to DOCKR, such as a change of address.
- 6.10 The Lessee is not authorised to make any alterations to the DOCKR Mobility Equipment. The Lessee may not remove, alter or add to the layout, appearance or labels applied to the DOCKR Mobility Equipment without the prior written permission of DOCKR.
- 6.11 Any defects resulting from alterations to the DOCKR Mobility Equipment made by the Lessee shall not be considered 'faults of the leased property' as intended by Article 7:204 of the Civil Code, and shall not entitle the Lessee to claims against DOCKR. The Lessee shall be held liable for any defects or damages resulting from such alterations to the DOCKR Mobility Equipment, DOCKR itself or any third parties. The Lessee shall indemnify DOCKR from any claims arising from such damages made by third parties. DOCKR shall in no way be obliged to maintain or repair alterations to the Mobility Equipment made by the Lessee.
- 6.12 Any alterations made to the DOCKR Mobility Equipment shall not be considered part of the DOCKR Mobility Equipment, and must be removed or rectified by the Lessee before the End Date. The Lessee may be permitted to retain such alterations if DOCKR has provided written permission to apply the alterations, and the parties have agreed that the DOCKR Mobility Equipment may be returned with the alterations intact on the End Date. The Lessee shall reserve no right to any compensation for the wrongful enrichment of DOCKR or any third party in relation to alterations made by the Lessee, unless the Parties have agreed otherwise.
- 6.13 The Lessee is at all times obliged to make the DOCKR Mobility Equipment available to DOCKR for visual and/or technical inspection upon receipt of the initial request to do so.

## **7. Delivery of DOCKR Mobility Equipment**

- 7.1 DOCKR shall deliver the DOCKR Mobility Equipment to the Lessee at a location agreed upon by the Parties. The Lessee shall owe DOCKR compensation for the delivery of the DOCKR Mobility Equipment. Such compensation may be waived in the event that the Lessee collects the DOCKR Mobility Equipment on its own.
- 7.2 The Lessee and DOCKR shall draw up an inspection form upon the Lessee taking possession of the DOCKR Mobility Equipment at the start of the Lease Agreement. This inspection form shall be signed by both Parties. This form shall include at least the following information:
- The condition of the DOCKR Mobility Equipment;
  - The make of the DOCKR Mobility Equipment;
  - The model of the DOCKR Mobility Equipment;
  - Registration number for the DOCKR Mobility Equipment, if applicable;
  - Any observable damage to the DOCKR Mobility Equipment at the start of the lease; and
  - Any observable damage to the DOCKR Mobility Equipment upon return of the vehicle at the end of the lease.

Certain information shall of necessity be added to the form by the Parties upon the return of the DOCKR Mobility Equipment at the end of the lease term.

## **8. Repair and/or Maintenance**

- 8.1 DOCKR shall strive to make necessary Repairs to a DOCKR Mobility Equipment vehicle within two (2) working days, counting from one (1) working day after the Lessee has contacted DOCKR by telephone at +31 (0)85 40 000 58. Repair requests made after 15:00 shall be considered to have been received on the next working day. Repairs shall be conducted by appointment with the Lessee.
- 8.2 In the event that Repairs cannot be made within two (2) working days, DOCKR shall strive to replace the vehicle with a model DOCKR deems to be comparable within one (1) working day (Monday to Friday).
- 8.3 In the event that these target times are not met, the Lessee shall not be entitled to any compensation or reimbursement.
- 8.4 DOCKR shall only conduct repairs in the event of damage or defects to the DOCKR Mobility Equipment, and only within the limits of the municipalities where DOCKR is active.

- 8.5 In the event that roadside assistance is requested, DOCKR shall provide such roadside assistance within one (1) hour of receipt of such request, in accordance with Article 8.1. In the event that it proves impossible to conduct immediate repairs on location, the vehicle and operator shall be transported to the Lessee's location.
- 8.6 The Lessee is obliged to assist with preventive maintenance to the DOCKR Mobility Equipment. DOCKR shall notify the Lessee of upcoming scheduled maintenance in a timely manner.
- 8.7 In the event that the Lessee makes a request for unnecessary Repairs and/or Maintenance (Unwarranted Maintenance), then DOCKR reserves the right to bill the Lessee an amount of EUR 50 (excl. VAT) for unnecessary travel expenses. In the event that the Lessee does not appear at an appointment for Repair and/or Maintenance, then such shall be considered as Unwarranted Maintenance.
- 8.8 When a DOCKR Mobility Equipment vehicle is exchanged by DOCKR, the Lessee shall transfer the original DOCKR Mobility Equipment vehicle and key to DOCKR.

## **9. Return of DOCKR Mobility Equipment**

- 9.1 The Lessee is responsible for returning the DOCKR Mobility Equipment to the issuing location, unless agreed otherwise. The Lessee must also ensure that no rubbish or (severe) contamination are left behind in the DOCKR Mobility Equipment.
- 9.2 The Lessee and a DOCKR employee shall together evaluate the condition of the DOCKR Mobility Equipment in comparison to the original condition at the start of the Lease Agreement. Upon the return of the DOCKR Mobility Equipment, the Lessee and DOCKR shall draw up an inspection form as specified in Article 7. This inspection form shall be signed by both Parties.

## **10. Lease Agreement Term and Termination**

- 10.1 The Lease Agreement shall go into effect following official confirmation by DOCKR. Each confirmed reservation shall result in a Lease Agreement, with the relevant applicable Terms and Conditions. DOCKR reserves the right to refuse an application for a Lease Agreement, without stating the reasons for such refusal.
- 10.2 The Lease Agreement shall be entered into for a term of either one month or one year. Upon completion of the agreed-upon lease term, a Lease Agreement shall be automatically extended for the term of the original Lease Agreement. This automatic extension shall cease upon the termination of the Lease Agreement by one of the two Parties, in accordance with the notification period stipulated in Article 10.3.



- 10.3 The notification period for termination of a Lease Agreement shall be 30 days from the date on which written notification of termination of the Lease Agreement by one of the Parties has been received by the other Party via e-mail (the 'End Date').
- 10.4 The Lessee is entitled to use of the DOCKR Mobility Equipment from the date of notification to the End Date, and is obliged to pay the costs arising from the Lease Agreement.
- 10.5 The Lessee is obliged to return the DOCKR Mobility Equipment and key to DOCKR by no later than the End Date.
- 10.6 In the event that the Lessee returns the DOCKR Mobility Equipment before the End Date, then all rights reserved to the Lessee arising from the provisions of the Lease Agreement shall be terminated, without prejudice to the Lessee's obligation to continue to pay all costs arising from the Lease Agreement until the End Date.
- 10.7 Before the DOCKR Mobility Equipment is returned to DOCKR, and if the DOCKR Mobility Equipment is still available, then the Lessee may withdraw the termination notice and re-activate the Lease Agreement by means of an e-mail sent to DOCKR.
- 10.8 In the event that the Lessee has not returned the DOCKR Mobility Equipment to DOCKR by the End Date, then the Lessee shall be charged a fine for an amount equal to 10% of the purchase price of a new DOCKR Mobility Equipment vehicle per day, without a notice of default being required, until the DOCKR Mobility Equipment is transferred to DOCKR or the Lease Agreement has been re-activated. In the event that the Lessee has not returned the DOCKR Mobility Equipment to DOCKR within seven (7) calendar days after the End Date, and the Lease Agreement has not been re-activated within said period, or the vehicle has been stolen and the Lessee cannot provide the original key to the vehicle, then the Lessee shall be charged a fine for an amount equal to 100% of the purchase price of a new DOCKR Mobility Equipment vehicle per day, without a notice of default being required. Any previously paid fines arising from this Article shall be deducted from the 100% fine. The collection of a fine or fines by the Lessor shall not prejudice any other rights of the Lessor, such as the collection of compensation for damages. The fine or fines stipulated in this Article shall not serve as a replacement for such compensation.
- 10.9 In the event that the DOCKR Mobility Equipment has not been transferred to DOCKR within seven (7) days of the End Date, and the Lease Agreement has not been re-activated, then DOCKR shall report the DOCKR Mobility Equipment as stolen by the Lessee. In that event, the Lessee shall also be obliged to pay compensation for damages as stipulated in Article 10.8.

10.10 The Lessee is aware that the DOCKR Mobility Equipment may be the property of a leasing company. In that event, the Lessee is obliged to return the DOCKR Mobility Equipment to the leasing company upon the first request.

## **11. Insurance**

11.1 The Lessee hereby declares that it is aware of the fact that no other insurance policies have been taken out for the DOCKR Mobility Equipment other than those policies listed in the Lease Agreement, with the corresponding deductibles. Any other or supplemental insurance policies desired by the Lessee must be taken out by the Lessee at its own expense.

11.2 DOCKR hereby declares that the motor vehicle liability insurance policy referred to in the Lease Agreement satisfies the requirements stipulated by the Motor Vehicle Liability Insurance Act (WAM). This WAM insurance policy does not cover damages resulting from participation in speed trials or races, time trials or races, or agility trials or races, for which a permit has been issued in accordance with Article 148 of the Road Traffic Act of 1994 (see Article 4, section 3 of the WAM). The Lessee is therefore prohibited from participating in such speed trials or races, time trials or races, or agility trials or races, with or without the aforementioned permit, and the Lessee shall be held liable for any damage to the DOCKR Mobility Equipment or caused by said Mobility Equipment arising from such participation, including any lost profits and/or consequential damages incurred by DOCKR or third parties, which is not covered by the comprehensive and/or liability insurance policies.

11.3 In the event that the Lessee acts in conflict with the obligations stipulated in these General Terms and Conditions, and the insurer is not obliged to cover such actions, then the Lessee shall compensate DOCKR in full for any resulting damages.

## **12. Loss or Theft**

12.1 In the event of the loss or theft of the DOCKR Mobility Equipment or any part of said Mobility Equipment, the Lessee is obliged to report such to DOCKR within 24 hours, and to return to DOCKR all keys to the DOCKR Mobility Equipment (if applicable) and submit a police report in cooperation with a DOCKR employee. In such an event, the Lessee shall owe the amount of the deductible stipulated in the Lease Agreement. DOCKR shall provide the Lessee with a replacement DOCKR Mobility Equipment vehicle upon completion of the police report.

- 12.2 In the event that the Lessee fails to report the loss or theft in a timely manner as stipulated in Article 12.1, or if the Lessee cannot provide DOCKR with the key to the Mobility Equipment, then the Lessee shall owe DOCKR compensation for damages as stipulated in Article 10.8.
- 12.3 To prevent incidents such as the loss, theft or damage of/to the DOCKR Mobility Equipment (if relevant), the vehicle must always be kept locked using the lock provided. If possible, the lock must also be fixed to an immovable object. All parts of the vehicle that can be removed from the vehicle must be stored in a secure place.
- 12.4 In the event that the DOCKR Mobility Equipment cannot be secured or locked by means of two locks, and an incident (including vandalism, loss or theft) occurs, then the Lessee shall owe a fee for negligence. This fee shall equal the amount of one time the Lease price. This amount shall be charged over and above the amount of the deductible.
- 12.5 In the event that a lost or stolen DOCKR Mobility Equipment vehicle or part of a vehicle is found within the term of the Lease Agreement, the Lessee shall be credited for an amount up to the maximum of the deductible paid. DOCKR shall determine the amount based on the condition of the DOCKR Mobility Equipment and any other relevant costs.
- 12.6 In the event that the Lessee proves to have provided incorrect information to the detriment of DOCKR, then DOCKR shall reserve the right to bill the Lessee an unfairness surcharge for the amount of twice the amount of the Lease price. This amount shall be charged over and above the amount of any negligence fee.
- 12.7 In the event that the DOCKR Mobility Equipment or parts thereof are lost or stolen, DOCKR shall reserve the right to bill the Lessee for the cost of such items, up to a maximum of the amount of the deductible.
- 12.8 In the event that the DOCKR Mobility Equipment is removed by the municipal government, the Lessee shall have three (3) days to collect the vehicle from the relevant municipal service. Any retrieval costs or other costs for retrieval shall be borne by the Lessee. The removal of the DOCKR Mobility Equipment by the municipality shall be considered as Unwarranted Maintenance. After the DOCKR Mobility Equipment has been available for collection at the depot for at least three (3) days, DOCKR shall collect the DOCKR Mobility Equipment and contact the Lessee.

### **13. Damage**

- 13.1 DOCKR shall periodically inspect the DOCKR Mobility Equipment for damage and defects, in accordance with the legal obligations. However, this provision does not relieve the Lessee of the obligation to inspect the DOCKR Mobility Equipment for damage and defects prior to each use. The Lessee is obliged to inform DOCKR of any damage, defects and deficiencies prior to using the DOCKR Mobility Equipment. DOCKR is in possession of a record of previous damage and defects to the DOCKR Mobility Equipment. In order to attribute any damages to the individual responsible, the report must be submitted before each use. The Lessee is obliged to report the relevant information fully and accurately.
- 13.2 The Lessee is responsible for reporting any damage and/or defects to the DOCKR Mobility Equipment in a timely manner. Any right to compensation for damages is subject to the Lessee reporting such damages to DOCKR within two (2) weeks. Any claim to compensation for damages from DOCKR shall expire at the end of twelve (12) months after such damage is incurred, if no report is submitted as stipulated in this Article.
- 13.3 In the event of a malfunction, accident or other event from which damages are incurred or may be incurred, whether by DOCKR or by a third party, the Lessee is obliged to notify DOCKR immediately. The Lessee is obliged to follow instructions given by DOCKR and to remain with the DOCKR Mobility Equipment until the roadside assistance has arrived. Any costs arising from calling for roadside assistance by means other than DOCKR or without DOCKR's permission shall be borne by the Lessee. In the event that the Lessee cannot contact DOCKR, then the Lessee must notify the local police department, including for minor body damage.
- 13.4 In the event of damage to the vehicle, the Lessee is obliged to provide DOCKR or its insurer with all solicited and unsolicited information and documents pertaining to the incident. The damage form must be filled in as quickly as possible, signed, and submitted to DOCKR. The Lessee is obliged to provide all assistance requested by DOCKR and persons delegated by DOCKR to obtain compensation for damages from third parties, or to defend against claims by third parties or determining the liability of the Lessee.
- 13.5 In the event that DOCKR has not received a damage form within the seven (7) day period, then the processing of the damage claim may be hindered or delayed. DOCKR therefore reserves the right to bill the Lessee for all costs related to the incident and damages to individuals, objects and vehicles.

- 13.6 In the event of damage or defects to the DOCKR Mobility Equipment, the Lessee is not permitted to use the DOCKR Mobility Equipment if such use may result in the exacerbation of the damage or defects or to impairment of road safety. Customer Service is authorised to prohibit the use of the DOCKR Mobility Equipment in the event that such use may impair the safety of users or third parties.
- 13.7 All compensation for damages to the DOCKR Mobility Equipment shall be paid to DOCKR. If such payments are made to the Lessee, then the Lessee is obliged to forward such payments to DOCKR without waiting for a request for such payment.
- 13.8 The Lessee is obliged to report any damage to the DOCKR Mobility Equipment resulting from vandalism to DOCKR within 24 hours.
- 13.9 In the event of damage or wear to the DOCKR Mobility Equipment other than can be expected as the result of normal use, DOCKR reserves the right to bill the Lessee for the costs of said damage or wear at DOCKR's discretion.
- 13.10 In the event of damage caused by or contributed to by a third party, the Lessee is obliged to provide DOCKR with the contact details for said third party and a situation sketch signed for approval by both parties. The Lessee can report damage by telephone at +31 (0)85 40 000 58. If the contact details for the third party are not provided with the damage report, then the costs shall be billed to the Lessee.

## **14. Prices, Payment and Authorisation**

- 14.1 The Lessee agrees to pay the amount of the agreed-upon Lease Price stipulated in the Lease Agreement.
- 14.2 All amounts listed by DOCKR are excluding VAT.
- 14.3 The Lease Price for the DOCKR Mobility Equipment shall be debited from the Lessor's account in advance on a monthly basis.
- 14.4 When entering into a Lease Agreement, the Lessee is obliged to grant authorisation for direct debit of the (monthly) costs for the Lease Agreement and other amounts owed from the SEPA bank account provided. The Lessee is obliged to ensure that its bank account provides sufficient coverage for such direct debits.
- 14.5 In the event that a Lessee fails to satisfy any payment or other obligation to DOCKR in a timely manner, then DOCKR is authorised to suspend its obligations arising from the Lease Agreement for the duration of such failure of compliance.
- 14.6 DOCKR is authorised to communicate any information regarding invoicing and payment reminders via e-mail.
- 14.7 DOCKR reserves the right to receive payment for any additional costs, such as deductibles and surcharges, before delivering a new DOCKR Mobility Equipment vehicle to the Lessee. In the event that the Lessee states that it is capable of paying the amount owed, and that proves not to be the case, then such an event shall be considered Unwarranted Maintenance and extra costs may be billed to the Lessee.
- 14.8 In the event that the payment obligations arising from the Lease Agreement or other costs cannot be debited from the Lessee's account, or are wrongfully reversed, then the Lessee shall be considered to be in default. In such an event, the Lessee shall receive a reminder to pay the amount owed within fourteen (14) days. If the amount owed has not been paid within fourteen (14) days, then DOCKR may engage a collection bureau to collect the amount. The Lessee shall then be billed for any extra administrative costs or extrajudicial collection costs.

## 15. Liability

- 15.1 DOCKR's liability with regard to the Lease Agreement shall be limited to the fulfilment of the obligations DOCKR has expressly incurred in accordance with these General Terms and Conditions. However, in the fulfilment of these obligations DOCKR shall not be held liable for shortcomings of third parties, such as municipal governments, parking garages, repair and/or cleaning companies, other (previous) users of the DOCKR Mobility Equipment, vehicles parked improperly at locations or transport companies providing services through the mediation of DOCKR. DOCKR may also not be held liable for damages that the Lessee incurs as a direct or indirect result of, or pertaining to, the desired or actual use of a DOCKR Mobility Equipment.
- 15.2 DOCKR shall not be held liable on any grounds for any damages incurred by the Lessee as a result of the use of the DOCKR Mobility Equipment, unless such are the result of gross negligence or intentional actions on the part of DOCKR. The Lessee shall be liable for such damages and any resulting consequential damages, with the exception that such damages are covered by an applicable insurance policy.
- 15.3 In the event that DOCKR can be held liable for any damages on any grounds, then the total liability incurred by DOCKR as per the provisions of the Lease Agreement shall be limited to an amount not to exceed three (3) times the Lease Price, up to a maximum of € 3,000.
- 15.4 Under no circumstances shall DOCKR be held liable for indirect damages, consequential damages, trading losses, stagnation damages, lost profits, lost savings, reduced goodwill, mutilation or loss of data files, loss of customers, reputation damages and damage resulting from agreements with the Lessee's buyers.
- 15.5 The Lessee is obliged to take suitable measures to prevent damage to, in or by the DOCKR Mobility Equipment as a result of frost, precipitation, storms, other weather conditions, short-circuits, fire, leaks, etc. In the event that such damages referred to in this section do occur, then the Lessee is obliged to notify DOCKR of such damages immediately, and the Lessee shall be held fully liable to DOCKR and any affected third parties.
- 15.6 DOCKR shall not be held liable for any objects left behind by the Lessee/passenger in a DOCKR Mobility Equipment vehicle.

- 15.7 The Lessee shall be held liable for the actions and omissions of passengers transported by the Lessee, including those transported without the express permission of the Lessee.
- 15.8 The Lessee shall indemnify DOCKR for:
- All damages of or to occupants or third parties, for which DOCKR may be held liable by law and which DOCKR could not find coverage for under the WAM insurance policy.
  - All fines, transactions and administrative sanctions, etc., which may be imposed on DOCKR relating to crimes and violations committed by the Lessee and/or operator and/or occupants of the DOCKR Mobility Equipment during the lease term. The Lessee shall bear the full risk, responsibility and liability for such fines, transactions and administrative sanctions, etc., directly in the relationship to the imposer of said fines, transactions and administrative sanctions, etc.
  - Any claim by a third party against DOCKR pertaining to the DOCKR Mobility Equipment provided or to be provided by DOCKR, as well as any violations by the Lessee of the General Data Protection Regulation, the Works Councils Act and/or the agreements in the Lease Agreement. The Lessee is obliged to compensate any costs incurred by DOCKR in defending against claims by third parties.
- 15.9 DOCKR shall incur no liability for any costs and/or damages incurred by the Lessee, third parties, or the operator of the DOCKR Mobility Equipment as a result of any damage and/or defect and/or loss pertaining to the DOCKR Mobility Equipment and its accessories.
- 15.10 In the event that the Lessee cannot utilise the DOCKR Mobility Equipment for any reason during the term of the Lease Agreement, then DOCKR shall bear no liability for the resulting damages, and the Lessee shall be obliged to continue paying the agreed-upon costs arising from the Lease Agreement.
- 15.11 The Lessee is prohibited from making any statement of liability or similar statement in the event of an accident involving the DOCKR Mobility Equipment leased by the Lessee. In the event that such a statement of liability of similar statement is made in contravention to this provision, then such shall apply solely to the Lessee. Neither DOCKR nor its insurers shall be bound by said statement or promise.
- 15.12 The Lessee shall be held liable for damages resulting from the loss of any documents provided, such as proof of registration, proof of insurance (green card), inspection report or any border documents, if applicable.



15.13 In accordance with Article 15 of these General Terms and Conditions, the Lessee shall be held liable for the lost profits incurred by DOCKR in the event that the Lessee does not return all of the vehicle documents upon or after returning the DOCKR Mobility Equipment.

## **16. Amendments**

- 16.1 After the Lease Agreement is signed, any changes to taxes and duties imposed by the government or insurance premiums shall be billed to the Lessee.
- 16.2 DOCKR reserves the right to amend the General Terms and Conditions at any time. Amendments to the General Terms and Conditions shall be announced at least one month prior to the date on which such amendments go into effect by means of a notification posted to the website [www.dockrmobility.nl](http://www.dockrmobility.nl) and an e-mail sent to the Lessee.
- 16.3 DOCKR reserves the right to transfer its claims on the Lessee to third parties at any time, and on any grounds.
- 16.4 The Lessee may change the Lease Agreement to a more expensive Lease Agreement at no charge, and DOCKR shall make an appointment to exchange the DOCKR Mobility Equipment for a vehicle appropriate for the new Lease Agreement.

## 17. Termination and Cancellation

- 17.1 DOCKR reserves the right to dissolve the Lease Agreement in whole or in part with immediate effect, or to terminate the Lease Agreement by means of a written notification to the Lessee, if:
- The Lessee defaults on the fulfilment of its obligations arising from the Lease Agreement and these General Terms and Conditions;
  - The Lessee requests (preliminary) suspension of payments or (preliminary) suspension of payments is granted to the Lessee;
  - The Lessee applies for bankruptcy, or is declared bankrupt;
  - The Lessee is placed under curatorship or is admitted to the debt restructuring scheme for natural persons;
  - The DOCKR Mobility Equipment or other goods owned by the Lessee are seized at the expense of the Lessee, and such seizure has a negative influence on the fulfilment of the Lessee's obligations arising from the Lease Agreement;
  - DOCKR is of the opinion that the Lessee is misusing the service offered by DOCKR;
  - The Lessee intentionally provides incorrect information to DOCKR, or the Lessee can in some way no longer be considered able to fulfil the obligations arising from the Lease Agreement.
- 17.2 The Lessee reserves the right to terminate the Lease Agreement with immediate effect in the event that DOCKR repeatedly and/or seriously fails to fulfil its obligations as stipulated in the General Terms and Conditions.
- 17.3 In the event of a termination of the Lease Agreement in accordance with Articles 18.1 and 18.2, the access to the DOCKR Mobility Equipment shall be blocked immediately upon the termination or cancellation going into effect, and any future reservations shall be cancelled.
- 17.4 In the event that the Lease Agreement is cancelled or dissolved in accordance with the above provision, DOCKR shall in any case reserve the following rights:
- The right to immediate return of the DOCKR Mobility Equipment used by the Lessee at that moment. In the event that the Lessee fails to immediately return the DOCKR Mobility Equipment, then DOCKR shall be authorised to repossess the DOCKR Mobility Equipment at the Lessee's expense.
  - The right to the Lease Price up to the moment the DOCKR Mobility Equipment is returned; and

- Claims to compensation for damages. DOCKR shall bill the Lessee for the exact amount of damages for non-fulfilment as compensation for said damages.

17.5 In addition to the cases referred to in Article 17.1, when DOCKR leases a DOCKR Mobility Equipment vehicle, DOCKR shall reserve the right to dissolve the Lease Agreement at any time with immediate effect and without notice of default by means of an extrajudicial statement, if in its opinion the DOCKR Means of Transport is not utilised with care or if the DOCKR Mobility Equipment is not returned within the maximum Lease Term referred to in the inspection form.

## **18. Privacy**

18.1 To the extent that DOCKR processes any data containing personal data in the fulfilment of the provisions of the Lease Agreement, DOCKR shall process such data in accordance with the applicable privacy protection legislation, including but not limited to the General Data Protection Regulation.

18.2 DOCKR shall collect and process data in the fulfilment of the provisions of the Lease Agreement. DOCKR processes personal data in accordance with the provisions of the DOCKR Privacy Statement.

18.3 DOCKR is authorised to provide the data, including but not limited to data pertaining to research, analysis, improvement of the DOCKR Mobility Equipment and services, marketing, repairs and maintenance and communications, to other parties at DOCKR's discretion, including but not limited to Pon Automotive B.V.

18.4 Via the portal made available to the Lessee, DOCKR receives data that exclusively pertains to the Lease Agreement or Agreements purchased by the Lessee.

18.5 DOCKR shall use the data provided via the portal for the following purposes: (i) optimisation of its operations; (ii) making appointments for maintenance with users; (iv) in the context of the implementation of the Lease Agreement; and (v) to improve the services in the context of business operations.

18.6 The Lessee is responsible for compliance with applicable legislation and regulations pertaining to the use of the Lease Agreement and the DOCKR Mobility Equipment, including but not limited to informing operators of the processing of personal data (including about the parties that will receive the data) and obtaining the necessary permission and/or assent on grounds of the General Data Protection Regulation and/or the Works Councils Act, among others.

## **19. Transfer and Outsourcing**

- 19.1 DOCKR reserves the right to transfer its business or parts thereof, including Contracts, to third parties if the third party can reasonably be assumed to be able to continue the service at a comparable level and for comparable conditions and prices at the moment of transfer.
- 19.2 DOCKR reserves the right to transfer the Lease Agreement with the Lessee to other businesses that are subsidiaries of the group to which DOCKR belongs and/or to third parties. The Lessee shall not withhold or delay its cooperation with such a transfer on unreasonable grounds. DOCKR shall notify the Lessee of such a transfer, if applicable.
- 19.3 DOCKR is authorised to outsource the fulfilment of its obligations arising from the Lease Agreement in whole or in part to third parties. However, such outsourcing shall in no way release DOCKR from its obligations.
- 19.4 Any obligations arising from the Lease Agreement, which are of such a nature that they must continue after the termination of the Lease Agreement on any grounds, shall continue to exist after the termination of the agreement.

## **20. Applicable Law and Disputes**

- 20.1 The Lease Agreement and the General Terms and Conditions are exclusively subject to Dutch law.
- 20.2 All disputes arising from or pertaining to the Lease Agreement shall initially be adjudicated by the Central Netherlands District Court in Utrecht.
- 20.3 In the event that one or more of the provisions of these General Terms and Conditions are declared invalid or void, such shall not prejudice the validity of the remaining provisions. In such an event, the parties agree to fill any resulting gaps in accordance with the spirit and assumed intention of the parties and to replace the invalid provisions with valid provisions that approximate as closely as possible the economic effect and intention of the invalid provisions.