



# General Terms and Conditions of Sale and Delivery

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## 1. Definitions

In these General Terms and Conditions the followings terms are defined as stated below:

General Terms and Conditions:	These DOCKR General Terms and Conditions that apply to every Lease Agreement.
DOCKR:	DOCKR B.V, with its registered office at Leusden and its headquarters located at Zuiderinslag 2, 3833 BP Leusden, registered with the Chamber of Commerce under number 72904364.
DOCKR Vehicle:	The vehicles provided by DOCKR to the Lessee under the terms of the Lease Agreement and the extras and/or products supplied with them for use by the Lessee in accordance with the Lease Agreement.
End Date:	The date on which the Lease Agreement ends as a result of the Lessee giving notice to terminate the agreement as stipulated in Article 10.
Lessee:	Any legal entity or natural person that enters into a Lease Agreement with DOCKR.
Lease Agreement:	The Lease Agreement between DOCKR and the Lessee regarding the use of the DOCKR Vehicle by the Lessee or any other agreement between DOCKR and the Lessee. These General Terms and Conditions, the Service Manual as well as all annexes to which references are made form an integral part of the Lease Agreement.
Service Manual	The operational and other work arrangements between the Parties that form part of the Lease Agreement.
Service Portal	Online portal that DOCKR can make available to the Lessee to make notifications and agreements about any DOCKR Vehicle. If this portal is not available for a Lessee, notifications are made by email or telephone.



Lease Price:	The agreed-upon lease amount as stipulated in the Lease Agreement for the lease of the DOCKR Vehicle, subject to inflation adjustment and price increases.
Repair and/or Maintenance	The solution by DOCKR of a problem encountered by the Lessee with regard to the DOCKR Vehicle by repairing this Vehicle and/or replacing it with the same or a similar DOCKR Vehicle in accordance with the service agreements included in the Lease Agreement.
Minor Maintenance	Normal day-to-day maintenance of the DOCKR Vehicle such as keeping the tyres inflated, keeping fluids topped up and cleaning the DOCKR Vehicle and its components.
Maintenance Outside Service Plan:	Minor Maintenance and Repair and/or Maintenance the costs of which must be borne by the Lessee, as specified in Article 8.
Parties	The Lessee and DOCKR.



## 2. Scope of Application

- 2.1 These General Terms and Conditions apply to every Lease Agreement between DOCKR and the Lessee and to all third parties engaged by DOCKR for the purposes of the execution of the Lease Agreement, such as for Repair and Maintenance.
- 2.2 In the context of these General Terms and Conditions, 'Lease Agreement' means both the Lease Agreement as defined in Article 1 but also the pre-agreements, master agreements or cooperation agreements concluded between the Parties with the aim of making DOCKR Vehicle available to the Lessee. Any agreements between DOCKR and the Lessee in deviation from or supplemental to these Terms and Conditions apply only with the express written confirmation of DOCKR.

## 3. Lease Agreement

- 3.1 After confirming a reservation by the Lessee, DOCKR shall make every reasonable effort to provide a DOCKR 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 Delivery problems at a supplier of DOCKR Vehicles, the failure of the previous user to return a DOCKR Vehicle reserved by the Lessee in a timely fashion, and/or the conduct of necessary repairs of defects or damage to the reserved DOCKR Vehicle may entail that the reserved DOCKR Vehicle cannot be provided to the Lessee in a timely fashion, despite the confirmation of the reservation by DOCKR. DOCKR is not liable for any loss as a result thereof.
- 3.3 Even if the Lessee has a DOCKR Vehicle at its disposal, damage or defect to a DOCKR Vehicle the presence of which is at the risk of DOCKR may limit the use of the DOCKR Vehicle. If for the foregoing reasons, DOCKR is unable to meet a reservation confirmed by DOCKR wholly or partly, DOCKR shall make every effort to provide the Lessee with a replacement/comparable DOCKR Vehicle as soon as possible – without the Lessee being able to claim compensation or a Lease Price reduction.
- 3.4 A Lease Agreement and therefore the lease period commences on the date or at the time at which DOCKR informs the Lessee that it can make the reserved DOCKR Vehicle available to the Lessee, but no earlier than the date on which the Lessee has reserved the DOCKR Vehicle – unless it is made available earlier in consultation with the Lessee.
- 3.5 The Lessee has access to a DOCKR Vehicle for the duration of the Lease Agreement. The costs for electrically charging the DOCKR Vehicle and for Minor Maintenance that does not fall under Repair and Maintenance must be borne by the Lessee and fall outside the scope of the Lease Agreement.
- 3.6 If relevant and applicable, the DOCKR Vehicle will be delivered with a security lock with key/identifier and equipped with smart-tracking & monitoring equipment.
- 3.7 The Lease Agreement entitles the Lessee to free Maintenance (see also Article 8 and the Service Manual). This is understood to include the following:
  - performing scheduled maintenance on the DOCKR Vehicle;
  - free repairs of defects to the DOCKR Vehicle due to normal wear and use of the DOCKR Vehicle;
  - if necessary, exchanging the DOCKR Vehicle free of charge in accordance with the Service Manual within the region where DOCKR operates for a comparable DOCKR Vehicle.
- 3.8 The DOCKR Vehicle may be fitted with an advertising message. If the advertising message is damaged or completely removed from the DOCKR Vehicle, the Lessee shall contact DOCKR immediately through the Service Portal. If the advertising message disappeared or was damaged through no fault of the Lessee, DOCKR will bear the costs – in all other cases the costs will be charged to the Lessee.
- 3.9 All insurance policies and associated excesses which in the event of an incident are payable by the Lessee in respect of the DOCKR Vehicle are set out in the Lease Agreement, Service Manual and specified in more detail in Articles 11 and 15. It is the responsibility of the Lessee



to take out additional insurance to adequately cover any damage not already insured by DOCKR relating to the user, accessories, the DOCKR Vehicle or the use thereof and/or relating to the liabilities excluded by DOCKR under these General Terms and Conditions.

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

- 4.1 All extra costs relating to the use of the DOCKR Vehicle must be borne by the Lessee. This includes (if relevant) Minor Maintenance, windscreen wiper fluid, parking costs, tolls, storage and the costs for electrically charging the DOCKR Vehicle.
- 4.2 All additional costs (sanctions, fines and/or measures) related to having and/or using the DOCKR Vehicle and imposed by third parties must be borne by the Lessee. If these sanctions and measures are imposed on DOCKR, the Lessee shall indemnify DOCKR on demand, in which case the Lessee shall additionally owe the handling fee and collection costs, with a minimum of €25.
- 4.3 All additional costs not covered by Repair and Maintenance, as specified in these General Terms and Conditions and the Service Manual, must be borne by the Lessee.
- 4.4 Any towing or other transport costs for the DOCKR Vehicle must be borne by the Lessee unless the cause of the defect is related to Maintenance Outside Service Plan, improper use and/or is at the expense and risk of the Lessee under these General Terms and Conditions; in such situations, the towing and other costs must be borne by the Lessee, as stipulated in the Lease Agreement.
- 4.5 Repairs, adaptations or changes to the DOCKR Vehicle without the written permission of DOCKR are not permitted and are at the expense and risk of the Lessee. Any damage or defects resulting from this do not fall under free Repair and Maintenance and are also at the expense and risk of the Lessee, as specified in Article 8.

#### **5. Use of the DOCKR Vehicle**

- 5.1 If the Lessee starts to use a DOCKR Vehicle, this is regarded as proof that it operates properly and does not have any defects.
- 5.2 If the Lessee has concerns about the safety of the DOCKR Vehicle, the use of the DOCKR Vehicle must be stopped immediately and the Lessee is obliged to contact DOCKR. In the event of damage or defects to the DOCKR Vehicle, the Lessee is not permitted to use the Vehicle if this could lead to any worsening of the damage or defects or to a reduction in traffic safety.
- 5.3 The use of the DOCKR Vehicle by the Lessee is at the Lessee's own risk and must be carried out carefully and in accordance with the Lease Agreement and any instruction videos.
- 5.4 The Lessee must handle the DOCKR Vehicle, the key(s), other accessories and associated documents/parts with care and must ensure that the DOCKR Vehicle is used correctly and in accordance with its intended purpose. The Lessee is not permitted to make copies of the key, partly due to the risk of theft.
- 5.5 The Lessee may not overload the DOCKR Vehicle and must ensure that the load of the DOCKR Vehicle is sufficiently secured. During the lease period, the Lessee must bear the risk of using a transport container attached to the DOCKR Vehicle. DOCKR is not liable for any visible or invisible defects to the transport container and any inserts and/or associated facilities. Nor is DOCKR liable for trading losses suffered by the Lessee as a result of defects of the transport container and any cooling/freezing facility.
- 5.6 Only employees in the exercise of the Lessee's business may drive the DOCKR Vehicle, provided they have the required permit/driving licence and are mentally and physically fit to drive the DOCKR Vehicle. The driver of the DOCKR Vehicle must carry his driving licence when using the DOCKR Vehicle and immediately cease using the DOCKR Vehicle if, where applicable, the validity or his driving license is revoked, suspended or if he otherwise loses his driving licence.



- 5.7 The Lessee is not permitted to make the DOCKR Vehicle, the key(s) or other accessories available to a person who does not satisfy the provisions of the previous paragraph, unless otherwise agreed in writing.
- 5.8 The Lessee may not, without the written permission of DOCKR, lease out the DOCKR Vehicle to others or otherwise make it available for use by another party.
- 5.9 If DOCKR is required to provide information to authorities or third parties about the identity of the person who drove or used the DOCKR Vehicle at any time, the Lessee must provide DOCKR with this identity on request and as soon as possible.
- 5.10 The Lessee is not permitted to use or have others use the DOCKR Vehicle in the following situations:
  - during extreme and dangerous weather conditions such as black ice, snow and slippery roads, as this may cause damage to DOCKR Transport Vehicle, its moving parts and/or the user;
  - under the influence of alcohol, drugs, medication or other substances that may affect driving behaviour;
  - to take hitchhikers or passengers in/on the DOCKR Vehicle;
  - to give driving lessons, to hold races, speed, driving ability or reliability tests or to pull or push caravans, trailers or other objects with it;
  - to attach roof luggage or other roof loads or to overload the DOCKR Vehicle.
- 5.11 The Lessee is not permitted to take the DOCKR Vehicle outside the borders of the country for which it was made available to the Lessee, unless otherwise agreed in writing with DOCKR.
- 5.12 The Lessee shall perform Minor Maintenance on the DOCKR Vehicle and shall respond to a call by DOCKR to make the DOCKR Vehicle available for Repair and Maintenance.
- 5.13 The Lessee shall return the DOCKR Vehicle to DOCKR in its original condition, clean of contaminants. The Lessee is also obliged to undo the changes and additions made by it or on its behalf. The Lessee cannot claim any right to compensation in this regard.
- 5.14 The Lessee must charge the battery of the DOCKR Vehicle with the original equipment supplied by DOCKR.
- 5.15 The Lessee is obliged to impose the obligations and prohibitions of this article on the driver of the DOCKR Vehicle and to ensure compliance with the foregoing.

## **6. Terms and Conditions**

- 6.1 The Lessee is obliged to comply with the General Terms and Conditions, to use the DOCKR Vehicle in accordance with the provisions of the Lease Agreement and the user's guide and/or instructional videos provided with the DOCKR Vehicle.
- 6.2 The Lessee must have a SEPA bank account number.
- 6.3 The DOCKR Vehicle will remain the property of DOCKR at all times. The Lessee is not permitted to create or grant any security right on the DOCKR Vehicle on behalf of a third party.
- 6.4 In the relationship to DOCKR, the Lessee must bear the responsibility and risk for the conduct of the driver of the DOCKR Vehicle and for the conduct of the person(s) to whom the Lessee may provide any key of the DOCKR Vehicle, as if the Lessee were the driver of the DOCKR Vehicle and the person(s) with whom the relevant vehicle key is located respectively.
- 6.5 The Lessee is responsible for providing DOCKR with timely changes in the details known to DOCKR, such as a new office address.
- 6.6 The Lessee is not entitled to make changes to the DOCKR Vehicle. The Lessee may not remove, change or add anything to the interior, design or labelling of the DOCKR Vehicle without prior written permission from DOCKR.
- 6.7 Defects in the modifications made by the Lessee to the DOCKR Vehicle do not constitute 'defects in the leased item' as referred to in Article 7:204 of the Dutch Civil Code and do not result in the Lessee having any claims against DOCKR. The Lessee is liable for any defects and harmful consequences for the DOCKR Vehicle, DOCKR or third parties resulting from those



modifications. The Lessee shall indemnify DOCKR against any third-party claims against DOCKR in this regard. Nor shall DOCKR be under any obligation to maintain, repair, remove or preserve the modifications made by the Lessee other than at the expense of the Lessee.

- 6.8 Modifications to the DOCKR Vehicle are not part of the DOCKR Vehicle and must be removed or undone by the Lessee before the End Date. The removal or undoing may be omitted if DOCKR has given written permission to make the modifications and the Parties have agreed that the DOCKR Vehicle including the modifications may be returned to DOCKR on the End Date. The Lessee is not entitled to any compensation due to unjustified enrichment of DOCKR or any third party in connection with the modifications made by the Lessee, unless otherwise agreed by Parties.
- 6.9 The Lessee is at all times obliged to make the DOCKR Vehicle available for viewing and technical inspection or to have it made available to DOCKR at DOCKR's first request.
- 6.10 If the Lessee acts, or fails to act, in breach of the Lease Agreement, the Lessee shall owe DOCKR, to the extent that no other or specific penalty has been agreed, an immediately payable penalty of €100 per breach or per calendar day in the event of a continuous breach. The provisions of this Article do not affect DOCKR's entitlement to exercise its other rights, including the right to performance and the right to full compensation where the loss suffered exceeds the penalty incurred.

## **7. Delivery of DOCKR Vehicle**

- 7.1 In consultation with the Lessee, DOCKR will deliver the DOCKR Vehicle at a location to be specified. The Lessee shall pay DOCKR a fee for delivering and collecting the DOCKR Vehicle, unless otherwise agreed. If the Lessee decides to collect or return the DOCKR Vehicle, these costs will not be charged.
- 7.2 The Lessee and DOCKR shall draw up an inspection form upon commencement of the Lease Agreement and receipt of the DOCKR Vehicle by the Lessee. This inspection form must be signed by both Parties. This form contains at least the following information:
- the status of the DOCKR Vehicle;
  - make of the DOCKR Vehicle;
  - type of DOCKR Vehicle;
  - associated extras;
  - DOCKR Vehicle registration number or bike number, if applicable;
  - any noticeable damage to DOCKR Vehicle at start of the lease period; and
  - any noticeable damage to DOCKR Vehicle upon return.

Naturally, certain details of the form will only be completed by the Parties when the DOCKR Vehicle is returned. This form serves as the basis for the final account, also if the Lessee has not signed the form.

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

- 8.1 DOCKR shall endeavour to make Repairs to a DOCKR Vehicle within a reasonable time, as detailed in the Service Manual and the Lease Agreement.
- 8.2 If the target times laid down in the Service Manual and the Lease Agreement are not met, the Lessee may not claim any compensation or reimbursement.
- 8.3 Repairs are only carried out in case of a defect or damage of the DOCKR Vehicle and only within the regions where DOCKR operates. The Lessee is obliged to report repair requests and to make the DOCKR Vehicle available within that region.
- 8.4 In case of any breakdown assistance, the DOCKR Vehicle including the driver is towed to the Lessee's location. Depending on the cause, costs may be charged as included in the Lease Agreement.
- 8.5 Maintenance or Repair of defects or damage which pursuant to these General Terms and Conditions or the Service Manual are at the expense and/or risk of the Lessee do not fall



under free Repair and Maintenance and are considered 'Maintenance Outside Service Plan'. The costs arising from this are borne by the Lessee.

- 8.6 The boundary between 'Repair and Maintenance' and 'Maintenance outside Service Plan' is defined by the degree of atypical damage and is detailed in the Service Manual. If the Service Manual does not provide a solution, Maintenance Outside Service Plan will be understood to mean the following:
- damage that is caused directly or indirectly by the Lessee, that is the result of an accident and/or crime or that is caused by improper use of the DOCKR Vehicle. 'Improper use' is understood to mean acting contrary to the prescribed conditions of use, these General Terms and Conditions or those conditions which in general daily use can be characterized as normal for the relevant DOCKR Vehicle; or
  - Repair and/or Maintenance which can be regarded as or result from 'Minor Maintenance', or
  - repairs of or work on the DOCKR Vehicle related to work on the DOCKR Vehicle by third parties other than DOCKR or a service partner designated by DOCKR; or
  - damage that is atypical based on the data collected by DOCKR on identical or similar DOCKR Vehicles.

If the Lessee believes that DOCKR wrongly characterizes any damage as Maintenance Outside Service Plan, the Lessee must prove the contrary.

- 8.7 Certain fixed amounts and/or excesses have been included in the Service Manual with regard to some categories of Maintenance Outside Service Plan. DOCKR has the right to change these categories and conditions unilaterally.
- 8.8 The Lessee shall cooperate with scheduled maintenance of the DOCKR Vehicle. DOCKR or its service partner shall inform the Lessee in a timely manner of any scheduled Maintenance.
- 8.9 Under no circumstances will the Lessee be permitted to have repairs and maintenance (other than Minor Maintenance) carried out on the DOCKR Vehicle by itself or by third parties. This also includes the replacement of parts. Each damage or Repair is reported to DOCKR via the Service Portal.
- 8.10 If the Lessee wrongly requests Repair and/or Maintenance, DOCKR is entitled to charge call-out costs. If the Lessee fails to respond to an appointment made for Repair and/or Maintenance, the costs associated with this are also charged to the Lessee, which costs the Lessee must repay to DOCKR. These call-out costs are included in the Service Manual, in the absence of which the provisions of Article 6.10 apply.
- 8.11 Where a DOCKR Vehicle is exchanged by DOCKR, the DOCKR Vehicle to be exchanged including the original keys and other loose components which belong to the DOCKR Vehicle must be transferred by the Lessee to DOCKR in accordance with the provisions in Article 9.

## **9. Return of DOCKR Vehicle**

- 9.1 The Lessee shall ensure that the DOCKR Vehicle is returned to the issuing location, unless otherwise agreed. The provisions of Article 5.13 and 7 apply equally. The Lessee shall also ensure that no waste or contaminants remain in the DOCKR Vehicle.
- 9.2 Together with the DOCKR employee, the Lessee shall assess the status of the DOCKR Vehicle compared to the status at the start of the Lease Agreement. When returning the DOCKR Vehicle, the Lessee and DOCKR shall draw up an inspection form, as referred to in Article 7.

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

- 10.1 The Lease Agreement will enter into force following official confirmation by DOCKR. Each confirmed reservation will result in a Lease Agreement, with the relevant applicable Terms and Conditions, Service Manual and other annexes. If more than one DOCKR Vehicle is reserved, the Lease Agreement is always deemed to have been concluded for each individual Vehicle. DOCKR reserves the right to refuse the application for a Lease Agreement without stating reasons.





10.2 The Lease Agreement for a DOCKR Vehicle is concluded for a fixed period, as laid down in the Lease Agreement. A Lease Agreement will be tacitly extended after the end of the agreed period, always for the same period for which it was initially concluded, but subject to a maximum period of one year. This tacit renewal ceases to be effective after the termination by notice of the Lease Agreement by either party, subject to the notice period referred to in Article 10.3.

10.3 The notice period for a Lease Agreement is one calendar month, calculated from the day on which the written notice of termination of the Lease Agreement by either Party (possibly by email) is received by the other Party, with effect from the end of a calendar month (the 'End Date').

10.4 After termination by notice until the End Date, the Lessee is entitled to use the DOCKR Vehicle and be obliged to pay the costs of the Lease Agreement.

10.5 The DOCKR Vehicle, the delivered keys and other accessories must be returned by the Lessee to DOCKR no later than on the End Date.

10.6 A Lessee cannot terminate a Lease Agreement prematurely. If the DOCKR Vehicle is returned by the Lessee before the End Date, all rights of the Lessee pursuant to the Lease Agreement shall end; however, the Lessee shall still be obliged to pay the full Lease Price and any costs up to the regular End Date.

10.7 If the Lease Agreement has been terminated by notice but the DOCKR Vehicle has not yet been returned to DOCKR, the Parties may agree that – if the DOCKR Vehicle is still available for lease – the termination is undone and the Lease Agreement reactivated. If DOCKR has incurred additional costs as a result, these costs (as part of these agreements) must be borne by the Lessee.

10.8 If the Lessee fails to transfer the DOCKR Vehicle to DOCKR on the End Date at the latest, the Lessee shall owe a penalty, without notice of default being required, of an amount equal to 10% of the purchase value of a new DOCKR Vehicle per day until the DOCKR Vehicle is transferred to DOCKR or the Lease Agreement is reactivated in accordance with the previous paragraph. If the Lessee fails to transfer the DOCKR Vehicle to DOCKR within seven (7) calendar days after the End Date, the Lease Agreement is not activated within the aforementioned period or the Vehicle is stolen without the Lessee being able to hand over the original keys, the Lessee shall owe a penalty, again without notice of default being required, amounting to 100% of the purchase value of the DOCKR Vehicle. Any penalties previously paid under this Article are deducted from the 100% penalty. The collection of the penalty by DOCKR does not prejudice DOCKR's other rights (such as claiming damages). The penalty will not replace them.

10.9 If the DOCKR Vehicle is not transferred to DOCKR within seven days of the End Date and the Lease Agreement is not reactivated, DOCKR shall report the theft by the Lessee. In that case, the Lessee will also be required to compensate the loss suffered by DOCKR.

10.10 The Lessee is aware that the DOCKR Vehicle can be owned by a leasing company. In that case, the Lessee shall return the DOCKR Vehicle to the leasing company following the first request of the leasing company. In case of doubt, the Lessee is obliged and responsible to carefully investigate the legitimacy of such a request.

## 11. Insurance

11.1 The Lessee is aware that no other insurance policies have been taken out with regard to the DOCKR Vehicle than those mentioned in the Lease Agreement with the excesses mentioned in the same Lease Agreement. Any other or more extensive insurance which the Lessee may require must be taken out by the Lessee at its own expense.

11.2 If any claim or incident occurs that is covered by insurance taken out by DOCKR, the Lessee shall pay DOCKR an excess as stated in the Lease Agreement.

11.3 DOCKR confirms that the third-party insurance referred to in the Lease Agreement, if legally required for the DOCKR Vehicle, meets the requirements of the Dutch Motor Insurance Liability Act (WAM). Such WAM insurance does not cover loss or damage arising from participation in speed, regularity or skill events and competitions for which an exemption has



been granted as referred to in Section 148 of the Road Traffic Act 1994 (see Section 4(3) WAM). Partly in view of this, the Lessee is prohibited from taking part in speed, regularity or skills trials and races with the DOCKR Vehicle (insofar as relevant), with or without the aforementioned exemption, and the Lessee is liable to DOCKR for any damage caused to the DOCKR Vehicle or inflicted with the DOCKR Vehicle by an act or omission in breach of this, including any trading losses and other consequential loss sustained by DOCKR or third parties as a result, to the extent that such damage/loss is not covered by the hull insurance or WAM insurance respectively.

- 11.4 If the Lessee breaches an obligation stipulated in these General Terms and Conditions (as set out in this Article and Article 12, *inter alia*) and the insurer has no or no full liability to pay compensation as a result, the Lessee must fully compensate the loss suffered by DOCKR as a result thereof. In such a case, no excess or any other limitation or compensation will apply and the Lessee shall reimburse DOCKR for the total loss suffered and costs incurred by DOCKR in respect of the DOCKR Vehicle and the Lease Agreement.

## **12. Loss, Theft or Vandalism**

- 12.1 In the event of theft, vandalism, or loss of the DOCKR Vehicle or any part thereof, the Lessee is obliged to report this to DOCKR within 24 hours through the Service Portal. DOCKR shall ensure that such incidents are reported to the police.
- 12.2 If applicable, the Lessee shall hand over all original keys and accompanying documents of the DOCKR Vehicle or part to DOCKR within 24 hours, together with all relevant information concerning this incident. At the first request of DOCKR, the Lessee shall provide all further information and perform all actions required by DOCKR in connection with the police report, administrative processing and/or which are requested by the insurance company. If the Lessee fails to do so and/or refuses to cooperate in a timely fashion, Article 11.4 will apply equally in addition to the provisions of Article 6.10.
- 12.3 The Lessee will owe an excess in the event of theft, vandalism or loss, as stated in the Lease Agreement. If no compensation is paid by the insurance company, the provisions of Article 11.4 apply equally and the Lessee must pay at least the replacement value to DOCKR. If more loss is suffered and/or costs are incurred, DOCKR may charge to the Lessee the total loss suffered and costs incurred by DOCKR relating to the DOCKR Vehicle and the Lease Agreement.
- 12.4 To prevent incidents such as loss, theft and damage, the DOCKR Vehicle must, where relevant, always be locked with the supplied lock. If the DOCKR Vehicle is left outside after use, the Vehicle should also be secured with a secondary chain lock of at least ART 2. Further agreements on this are included in the Lease Agreement. Where possible, the DOCKR Vehicle should be secured with the lock. All parts of the Vehicle which can be detached from the Vehicle, such as batteries, must be stored in a locked place.
- 12.5 If the Lessee does not comply with the provisions of the previous paragraph, even though it was reasonably possible to do so, the Lessee will owe DOCKR a 'non-compliance fee' of once the Lease Price per month. This amount will be in addition to the excess (if the insurance nevertheless pays out in full) or the compensation as stated in Article 11.4.
- 12.6 If a missing or stolen DOCKR Vehicle, or a part thereof, is found within the term of the Lease Agreement, the Lessee is credited with no more than the paid excess. DOCKR shall determine this amount on the basis of the condition of the DOCKR Vehicle and any other costs.
- 12.7 If it turns out that the Lessee has provided incorrect information to the detriment of DOCKR, DOCKR is entitled to charge a non-compliance fee of twice the Lease Price per month. This amount is in addition to the excess and/or the compensation as stated in Article 11.4.
- 12.8 If any parts of the DOCKR Vehicle are missing or are found to be stolen, the foregoing provision also applies and DOCKR is entitled to charge the Lessee for this up to the amount of the excess, possibly plus a non-compliance fee and/or the compensation provided for in Article 11.4.



- 12.9 If the DOCKR Vehicle is removed by the municipality or government agencies, the Lessee has three days to retrieve it from the government agency concerned. Any acquisition costs or other costs are borne by the Lessee. After the DOCKR Vehicle has been available at the depot for at least three days, DOCKR will retrieve the DOCKR Vehicle, in which case the Lessee will owe the non-compliance fee as stated in paragraph 5, plus all costs involved.
- 12.10 If the Lessee loses a key or the key of a DOCKR Vehicle is damaged, the above applies and a new key must be requested from DOCKR. The costs are reimbursed once by DOCKR and further depend on the type of DOCKR Vehicle as included in the Service Manual. The costs of handling, creating and/or supplying a key are fully borne by the Lessee.
- 12.11 The Lessee is obliged to report the loss, theft or damage of a key to DOCKR immediately via the Service Portal so that DOCKR can block the key if possible and prevent misuse.
- 12.12 A key previously reported as lost and found must be returned to DOCKR immediately and does not entitle the Lessee to a refund of costs paid.
- 12.13 The Lessee is prohibited from independently duplicating keys and/or devices to unlock and/or start the DOCKR Vehicle without the written permission of DOCKR on pain of payment of the non-compliance fee to DOCKR for each breach.

### 13. Damage

- 13.1 The DOCKR Vehicle is regularly checked by DOCKR for damage and defects. However, this does not release the Lessee from its own obligation to examine the DOCKR Vehicle for damage, defects and deficiencies to ensure normal and safe use before each use. The Lessee is obliged to inform DOCKR before using the DOCKR Vehicle about any damage, defects and deficiencies not mentioned on the record of previous damage and defects. The DOCKR Vehicle has a record of damage and defects already known to DOCKR. In order for the damage to be attributed to the party causing it, the report must be made before the trip starts. The Lessee is obliged to report the relevant details fully and truthfully via the Service Portal.
- 13.2 The Lessee is responsible for timely reporting any defects and/or damage to the DOCKR Vehicle. If DOCKR remedies a defect in accordance with the Lease Agreement and the Conditions of Service or if the Lessee is responsible for the origin of a defect, the Lessee cannot claim any compensation or Lease Price reduction.
- 13.3 In the event of a breakdown, accident or any event which may result or has resulted in damage, either for DOCKR or third parties, the Lessee shall immediately contact DOCKR or the third party designated by DOCKR. The Lessee is obliged to follow the instructions of DOCKR and to remain with the DOCKR vehicle until the breakdown service has arrived. Calling in roadside assistance outside of DOCKR or without permission from DOCKR will be at the expense and risk of the Lessee. If DOCKR cannot be reached, the Lessee must inform the police by telephone, also in the event of damage to the Vehicle.
- 13.4 Damage to the DOCKR Vehicle (regardless of how it was caused) must be reported to DOCKR by the Lessee within 24 hours via the Service Portal.
- 13.5 If there is damage and/or wear which falls under Maintenance outside Service Plan as referred to in Article 8, the Lessee must reimburse DOCKR for the costs involved.
- 13.6 In the event of damage, the Lessee is obliged to provide all information and all documents relating to the event to DOCKR or its insurer, whether requested or not.
- 13.7 In the event of an accident, the Lessee must also submit the claim form, if available, but at least a careful and full report of the accident, completed and signed, to DOCKR as soon as possible. The Lessee is obliged to give DOCKR and persons designated by DOCKR every assistance that is requested to obtain compensation from third parties or to raise a defence against third-party claims or to establish the liability of the Lessee. If no claim form is received by DOCKR within a period of seven days, the handling of the claim is impeded or delayed. DOCKR reserves the right in this case to charge all costs relating to the accident and damage to persons, objects and vehicles to the Lessee.



- 13.8 In the event of damage or defects to the DOCKR Vehicle, the Lessee is not permitted to use the DOCKR Vehicle if this could lead to the damage or defects becoming worse, or to a reduction in road safety. Both DOCKR and a third party engaged by it are authorized to prohibit the use of the DOCKR Vehicle if safety appears to be at stake during the drive.
- 13.9 Compensation for damage to the DOCKR Vehicle will in all cases be due to DOCKR. If these compensation payments are made to the Lessee, the Lessee must forward them to DOCKR without having received a request to do so.
- 13.10 If there is any damage caused by the negligence (or contributory negligence) of a third party, the Lessee must provide DOCKR with the contact details of this third party and a situation sketch signed by both parties for approval. If no contact details of the third party are provided, the costs of the damage are charged to the Lessee.

#### 14. Prices, Payments and Authorization

- 14.1 The Lessee agrees to pay the price in accordance with the agreed Lease Price stipulated in the Lease Agreement and/or agreements made in this regard.
- 14.2 All amounts stated by DOCKR are exclusive of VAT and are indexed annually on 1 January in accordance with the services price index category 77, rental and lease of Statistics Netherlands. In the event of unforeseen changes in external costs, such as parts, Repair and Maintenance, which increases are caused by increased transport, raw materials and/or personnel costs, DOCKR is also entitled to implement these price changes in the interim. DOCKR shall inform the Lessee of this in a timely manner.
- 14.3 The Lease Price of the DOCKR Vehicles is collected monthly in advance.
- 14.4 When concluding a Lease Agreement, the Lessee is obliged to also submit a direct debit authorization for the monthly costs of the Lease Agreement and other amounts owed, to be debited from the account number provided. The Lessee is obliged to ensure that his bank account provides sufficient cover.
- 14.5 To the extent that a Lessee fails to meet any payment or other obligation towards DOCKR or fails to do so in a timely fashion, DOCKR is entitled to suspend its obligations arising from the Lease Agreement, including issuing an immediate prohibition on the use of the DOCKR Vehicles. In the event of any failure to comply with such instructions, the penalty pursuant to Article 10.8 shall apply *mutatis mutandis*. DOCKR is also entitled to make the use of the DOCKR Vehicle (technically or effectively) impossible and/or to retrieve it. All costs associated with this – including costs of return and/or cancellation – are fully borne by the Lessee. Before the DOCKR Vehicles are (re)released to the Lessee, the Lessee must pay these and all amounts owed to DOCKR, as well as the lease instalments for the period of suspension. Suspension by DOCKR does not suspend a Lessee's payment or other obligations.
- 14.6 DOCKR is entitled to communicate about invoices and reminders by email.
- 14.7 In the event of additional costs being charged (such as the excess and surcharges), DOCKR is entitled to demand payment thereof before supplying the Lessee with a new DOCKR Vehicle. When the Lessee indicates that it is able to pay the outstanding amount and this is found not to be the case, additional costs may be charged to the Lessee.
- 14.8 If the costs of the Lease Agreement or other costs cannot be debited or are reversed, the Lessee will be in default by operation of law. The Lessee will receive a reminder to pay the amount owed within 14 days. If the amount owed is not paid within the period of fourteen days, DOCKR may engage a collection agency.
- 14.9 Payments of amounts other than the Lease Price must be made within the term stated in the Lease Agreement or on the invoice, and otherwise within 14 days after the Lessee has been requested to pay.
- 14.10 If the Lessee does not pay in time, including reversal of payment or failure to collect in time, the Lessee will be in default by operation of law, and must pay the statutory commercial interest on the outstanding amount plus five percent points annually, as well as an amount equal to 15% of the principal sum, with a minimum of €250 in extrajudicial collection costs.



## 15. Liability

- 15.1 Liability of DOCKR in respect of the Lease Agreement is limited to fulfilling the obligations expressly incumbent on DOCKR by virtue of the Lease Agreement and these General Terms and Conditions. Naturally, in the context of the fulfilment of these obligations, DOCKR is not liable for failures, actions or behaviour of the Lessee, its executives or third parties including (but not limited to) municipalities, parking garages, body shops and/or cleaning companies, other (previous) users of DOCKR vehicles, drivers who wrongly park cars at locations or, for example, transport companies that provide services through the intermediary services of DOCKR. Moreover, DOCKR will not under any circumstances be liable for any loss suffered by the Lessee directly or indirectly as a result of or in connection with the desired or actual use of a DOCKR Vehicle.
- 15.2 DOCKR is not liable, for any reason whatsoever, for any loss or damage suffered by the Lessee as a result of the use of the DOCKR Vehicle, except in the case of gross negligence or intent on the part of DOCKR. The Lessee is liable for this loss or damage and the resulting consequential loss, except to the extent that such loss or damage is covered by insurance and is actually and fully compensated to DOCKR.
- 15.3 DOCKR is in no case liable for indirect loss, consequential loss, trading loss, stagnation loss, loss of profit, missed savings, reduced goodwill, mutilation or loss of data files, loss of customers, damage to reputation and any loss or damage as a result of claims by the Lessee's customers.
- 15.4 If DOCKR can nevertheless be held liable for any loss or damage on any grounds whatsoever, the total liability of DOCKR under the Lease Agreement is limited to an amount equal to at most three (3) times the Lease Price per month, with a maximum of €3,000, and will never exceed the amount covered under any insurance agreement concluded by DOCKR.
- 15.5 The Lessee is obliged to take appropriate measures in due time to prevent damage to, in or by the DOCKR Vehicle as a result of frost, precipitation, storm, other weather conditions, short circuits, fire, leakage, etc. If any damage as referred to in this paragraph nevertheless occurs, the Lessee must immediately inform DOCKR and the Lessee is fully liable to DOCKR and to any third parties affected by this.
- 15.6 DOCKR is not liable for the objects left behind by the Lessee/passenger in a DOCKR Vehicle.
- 15.7 The Lessee is liable for the acts and omissions of the Lessee's passengers, even if they did not have the Lessee's permission.
- 15.8 The Lessee agrees to indemnify DOCKR against the following:
- all damage of or to users of the DOCKR Vehicle, any passengers or third parties, for which DOCKR may be liable by law and for which no cover may be found under any WAM insurance by DOCKR;
  - all fines, settlement penalties and administrative penalties et cetera which may be imposed on DOCKR in connection with serious and minor offences committed during the lease period by the Lessee and/or the driver and/or occupants of the DOCKR Vehicle. The Lessee must bear the full risk and full responsibility and liability for such fines, settlement penalties and administrative penalties etc. in the relationship to DOCKR and, in so far as possible, also directly in the relationship to the person(s) imposing those fines, settlement penalties and administrative penalties etc;
  - Any claim by a third party against DOCKR with regard to the DOCKR Vehicles supplied or to be supplied by DOCKR and/or in respect of a breach by the Lessee of the General Data Protection Regulation, any statutory obligation and/or the provisions of the Lease Agreement. The Lessee must reimburse DOCKR for the full costs incurred by DOCKR in defending claims by third parties.
- 15.9 DOCKR is not liable for any costs and/or damage which may be incurred or suffered by the Lessee or the driver of the DOCKR Vehicle or its occupants as a result of any damage and/or defect to and/or loss of the DOCKR Vehicle and its accessories or in respect of third parties.



- 15.10 If the Lessee is unable to use the DOCKR Vehicle during the Lease Agreement due to any circumstances whatsoever, DOCKR is not liable for the loss resulting therefrom; however, the Lessee shall continue to pay the agreed Lease Price and costs of the Lease Agreement.
- 15.11 In the event of an accident in which a DOCKR Vehicle leased by the Lessee was involved, the Lessee may not issue a liability statement or any similar statement. If a liability or similar statement is made despite this prohibition, it will only apply directly to the Lessee. Neither DOCKR nor its insurers are bound by this statement or undertaking.
- 15.12 The Lessee is liable, if applicable, for any loss caused by the loss of accompanying documents, such as the vehicle registration certificate, insurance certificate (green card), MOT test certificate and any border documents.
- 15.13 As long as the Lessee has not fully returned the documents to DOCKR when and after returning the DOCKR Vehicle, insofar as applicable, DOCKR will suffer a loss of profits, for which the Lessee is liable pursuant to Article 13 of these General Terms and Conditions.
- 15.14 The liability of the Lessee, if an excess has been stipulated in the Lease Agreement, is limited per damage incident to the amount of the excess unless:
- a) the damage occurred during or as a result of acts or omissions in breach of Articles 5, 6 or any other obligation under the Lease Agreement or otherwise related to it, or if it can be characterized as Maintenance Outside Service Plan in accordance with Article 8;
  - b) the damage arose as a result of using the DOCKR Vehicle on unpaved terrain, or using the DOCKR Vehicle on terrain or for purposes for which the DOCKR Vehicle is apparently not suitable, or on terrain or for purposes for which the Lessee or driver was notified that entry or use is at their own risk;
  - c) the DOCKR Vehicle has been re-leased to a third party, even if DOCKR has agreed to this;
  - d) the damage occurred because the Lessee did not follow the instructions of DOCKR;
  - e) the damage is the result of the manifestation of the risk associated with the transport, storage, loading and unloading of dangerous, explosive, flammable, oxidizing or toxic substances.
- If DOCKR disputes facts raised by the Lessee concerning the cause of the damage, the Lessee must prove its factual statements.
- 15.15 If a payment is made to DOCKR or a third party pursuant to any insurance agreement taken out by DOCKR, mandatory or otherwise, against the risk of hull or other damage or the risk of third-party liability, this will not affect the liability of the Lessee.
- 15.16 Any right to compensation on the part of the Lessee is always conditional upon the Lessee reporting the damage to DOCKR within two (2) weeks. All claims against DOCKR lapse by the mere expiry of twelve (12) months after the occurrence thereof insofar as no report was submitted as referred to in this article.

## **16. Amendments**

- 16.1 After the Lease Agreement has been concluded, changes in taxes and excise duties imposed by the government and insurance premiums may, in addition to the provisions in Article 14.2, be charged to the Lessee.
- 16.2 DOCKR has the right to amend the General Terms and Conditions at all times. Changes to the General Terms and Conditions are announced at least one month before the effective date by means of an announcement on the website [www.dockrmobility.com](http://www.dockrmobility.com) and/or by email to the Lessee.
- 16.3 The Lessee may change the Lease Agreement free of charge to a more expensive Lease Agreement and DOCKR shall, by consultation, arrange for the DOCKR Vehicle to be exchanged for a DOCKR Vehicle that matches the new Lease Agreement.

## **17. Termination for Cause and Termination by Notice**

- 17.1 DOCKR is entitled to wholly or partly terminate the Lease Agreement for cause or by notice with immediate effect by means of a written notification to the Lessee if:



- the Lessee is in default with performing its obligations under the Lease Agreement and these General Terms and Conditions;
  - the Lessee applies for a provisional moratorium on payments or if the Lessee is granted a provisional moratorium on payments;
  - a bankruptcy petition is filed against the Lessee, or the Lessee is declared bankrupt;
  - the Lessee is placed under curatorship or is admitted to the debt reorganization scheme for natural persons;
  - the DOCKR Vehicle or other property of the Lessee is attached and this adversely affects the Lessee's performance of its obligations under the Lease Agreement;
  - in the opinion of DOCKR, the Lessee misuses the service offered by DOCKR;
  - the Lessee intentionally provides incorrect information to DOCKR, or if the Lessee must be considered to be no longer capable of fulfilling the obligations under the Lease Agreement for other reasons.
- 17.2 The Lessee is entitled to terminate the Lease Agreement immediately if DOCKR has repeatedly and/or seriously failed to satisfy its obligations defined in the Lease Agreement and has given DOCKR in writing a reasonable period of at least 14 days to satisfy any obligation enforceable by the Lessee.
- 17.3 In the event of termination in accordance with paragraphs 1 or 2, the Lessee's access to the DOCKR Vehicle is blocked immediately with effect from the termination for cause or by notice and future reservations already made are cancelled. The provisions of Article 10 will apply equally.
- 17.4 If the Lease Agreement terminates in accordance with the above, DOCKR has the following rights in particular:
- the right to the immediate return of the DOCKR Vehicle used by the Lessee at that time, including all accessories. If the Lessee does not return the DOCKR Vehicle immediately, DOCKR is entitled to take possession of the DOCKR Vehicle at the Lessee's expense;
  - the right to the Lease Price until the date of return of the DOCKR Vehicle; and
  - a claim for compensation. As compensation DOCKR will charge the Lessee the exact loss or damage arising from non-performance, including the remaining lease instalments of the DOCKR Vehicle until the contractual End Date.
- 17.5 If DOCKR leases a DOCKR Vehicle, DOCKR will – in addition to the situations referred to in Article 17.1 – be entitled at all times to terminate the Lease Agreement with immediate effect by means of an extrajudicial declaration, without notice of default, if in its opinion the DOCKR Vehicle is not being used carefully.

## 18. Privacy

- 18.1 Where data processed by DOCKR as part of the performance of the Lease Agreement contain personal data, DOCKR will process these in accordance with the applicable privacy legislation, including but not limited to the General Data Protection Regulation.
- 18.2 DOCKR shall collect and process data within the framework of the Lease Agreement, possibly also location data, by means of the smart-tracking device fitted in or on a DOCKR Vehicle. DOCKR processes personal data in accordance with the provisions of DOCKR's privacy statement as published on the website [www.dockrmobility.com](http://www.dockrmobility.com).
- 18.3 DOCKR is entitled to provide the data to other parties to be determined by DOCKR in the context of the performance of this Lease Agreement, including but not limited to purposes relating to research, analysis, improvement of the DOCKR Vehicles and DOCKR services, marketing, service, maintenance and repair and communication.
- 18.4 DOCKR will use data for the following purposes: (i) optimization of business operations; (ii) making maintenance arrangements with the Lessee; (iii) as part of the execution of the Lease Agreement; (iv) localization of the DOCKR Vehicle; (v) method and extent of use of the DOCKR Vehicle; and (vi) improving the service as part of DOCKR's business operations.



18.5 The Lessee is responsible for complying with the applicable laws and regulations in connection with the use of the DOCKR Vehicle and the related processing of personal data, including but not limited to informing the drivers about the processing of the personal data (including information about the parties who will receive the data) and obtaining the necessary permissions pursuant to, *inter alia*, the General Data Protection Regulation and/or the Dutch Works Councils Act.

## 19. Transfer and Outsourcing

- 19.1 DOCKR has the right to transfer its business or any parts thereof, including the Lease Agreements, to third parties if at the time of the transfer those third parties can continue to provide the services immediately after the transfer subject to comparable conditions and prices. The Lessee hereby agrees in advance and is required to cooperate unconditionally.
- 19.2 DOCKR is entitled to assign the Lease Agreement with the Lessee to other companies which are part of the group of which DOCKR is a part and/or to third parties. The Lessee shall not withhold or delay its cooperation in this regard on unreasonable grounds. If DOCKR proceeds thereto, it shall inform the Lessee.
- 19.3 DOCKR is entitled to outsource its obligations under the Lease Agreement in full or in part to third parties. This does not in any way release DOCKR from its obligations.
- 19.4 DOCKR will at all times be entitled to transfer its claims on the Lessee to third parties.
- 19.5 Obligations under the Lease Agreement which by their nature are intended to continue after the termination of the Lease Agreement (on any grounds whatsoever) will continue after the termination of the Lease Agreement.

## 20. Applicable Law and Disputes

- 20.1 The Lease Agreement and the General Terms and Conditions are governed exclusively by Dutch law.
- 20.2 All disputes arising from or relating to the Lease Agreement will be settled in the first instance by the District Court of Midden-Nederland, Utrecht location.
- 20.3 If one or more provisions of these General Terms and Conditions are or become invalid or void, this will not affect the validity of the other provisions. In that case, the Parties undertake to fill any gaps that may arise in accordance with the spirit and assumed intention of the Parties and to replace the invalid provisions with valid provisions that are as close as possible in economic terms and in terms of their intention.

*July 2022 Version*