



# General Conditions of Sale and Delivery

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## 1. Definitions

In these General Terms and Conditions the following terms are understood to mean:

General Terms and Conditions:	These General Terms and Conditions of DOCKR that apply to any Rental Agreement;
DOCKR:	DOCKR B.V., having its registered office in Leusden and principal place of business at Zuiderinslag 2, 3833 BP Leusden with Chamber of Commerce number 72904364;
DOCKR Vehicle:	the vehicles made available to the Hirer by DOCKR pursuant to the Rental Agreement <u>and</u> the extras and/or products supplied with them for use by the Hirer in accordance with the Rental Agreement;
End Date:	The date on which the Rental Agreement ends by giving notice as set out in Article 10;
Hirer:	Any (legal) person who enters into a Rental Agreement with DOCKR;
Rental agreement:	The Rental Agreement between DOCKR and the Hirer for the use of a DOCKR Vehicle by the Hirer as well as any other agreement between DOCKR and the Hirer. These General Terms and Conditions, the Service Manual, as well as all appendices referred to, form part of the Rental Agreement;
Service Manual	The more operational (working) agreements between the Parties that form part of the Rental Agreement;
Rental Fee:	The agreed rental amount as set forth in the Rental Agreement for renting the DOCKR Vehicle;
Repair and/or Maintenance	The resolution by DOCKR of a problem of the Hirer with respect to the DOCKR Vehicle by repairing or exchanging it for the same or comparable DOCKR Vehicle within the (service) agreements as set forth in the Rental Agreement;



Minor Maintenance	Normal daily maintenance of the DOCKR Vehicle such as keeping the tires inflated, keeping fluids up to the required level and cleaning the DOCKR Vehicle and its parts;
Unjustified Maintenance:	Minor Maintenance and Repair and/or Maintenance the costs of which are to be borne by the Hirer, as further detailed in Article 8;
The Parties	Hirer and DOCKR.



## **2. Applicability**

- 2.1 These General Terms and Conditions apply to each Rental Agreement between DOCKR and the Hirer, as well as to all third parties engaged by DOCKR in the execution of the Rental Agreement, such as for Repair and Maintenance.
- 2.2 For the purposes of these General Terms and Conditions, Rental Agreement means both the Rental Agreement as defined under Article 1, but also any preparatory agreements, master agreements or cooperation agreements entered into between the Parties for the purpose of making DOCKR Vehicles available to the Hirer. Agreements between DOCKR and the Hirer in derogation of, or in addition to, these General Terms and Conditions will only be valid if expressly confirmed in writing by DOCKR.

## **3. Rental Agreement**

- 3.1 DOCKR is obliged to make every effort, following the confirmation of a reservation, to make available a DOCKR Vehicle suitable for use at the time interval and location specified in the reservation and to keep it available for the rental period in question.
- 3.2 Delivery problems at a supplier of DOCKR Vehicles, failure by a previous user to return a reserved DOCKR Vehicle on time and/or necessary repair of defects in or damage to the reserved DOCKR Vehicle may mean that the reserved DOCKR Vehicle (despite any confirmation by DOCKR of the reservation to the Hirer) is not available on time. DOCKR is not liable for any damage(s).
- 3.3 Even while the Hirer has a DOCKR Vehicle at his disposal, a damage or defect to a DOCKR Vehicle the presence of which is at the risk of the DOCKR may limit the use of the DOCKR Vehicle. If for prior reasons DOCKR is unable to (fully) fulfil a reservation confirmed by DOCKR, DOCKR is obliged to make every effort to make a replacement/comparable DOCKR Vehicle available to the Hirer as soon as possible - without the Hirer being able to claim damages, compensation or rent reduction.
- 3.4 A Rental Agreement and with it the rental period commences on the date or at the time that DOCKR notifies the Hirer that it can make the reserved DOCKR Vehicle available to the Hirer, but no earlier than the date against which the Hirer has reserved the DOCKR Vehicle - unless making the DOCKR Vehicle available takes place earlier in consultation with the Hirer.
- 3.5 A DOCKR Vehicle will be made available to the Hirer for the duration of the Rental Agreement. The costs associated with electronically charging the DOCKR Vehicle as well as Minor Maintenance that does not fall under Repair and Maintenance are to be borne by the Hirer and are not covered by the Rental Agreement.
- 3.6 The DOCKR Vehicle, where relevant and applicable, is supplied with a security lock with key/identifier provided with one key and is equipped with smart-tracking & monitoring equipment.
- 3.7 Included in this Rental Agreement is Repair and Maintenance (please see Article 8 and the Service Manual); which is understood to mean:
  - Performing periodic maintenance on the DOCKR Vehicle;
  - The free repair of any defects in the DOCKR Vehicle caused by wear and tear and normal 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 provided with an advertisement by DOCKR. If the advertisement is damaged, or an advertisement disappears completely from the DOCKR Vehicle, the Hirer must immediately contact DOCKR.
- 3.9 All insurance policies and associated deductibles that are to be borne by the Hirer in the event of an incident with regard to the DOCKR Vehicles are stated in the Rental Agreement and explained in more detail in Article 11 and 15. The Hirer is responsible for taking out additional (business) insurance in order to adequately insure the damage not already insured by DOCKR with regard to the user, the DOCKR Vehicle or the use thereof and/or with regard to the liabilities that are excluded by DOCKR under these General Terms and Conditions.

#### **4. Additional costs during the Rental Agreement**

- 4.1 All additional costs associated with the use of the DOCKR Vehicle are to be borne by the Hirer. This includes, insofar as relevant, Minor Maintenance, windscreen wiper fluid, parking costs, tolls, garaging and costs associated with electronically charging the DOCKR Vehicle.
- 4.2 All additional costs (sanctions, penalties and/or measures) associated with having or using the DOCKR Vehicle and imposed by a third party are to be borne by the Hirer. If these sanctions and measures are imposed on DOCKR, the Hirer is obliged to indemnify DOCKR at its first request, whereby the Hirer additionally owes the costs of administration and collection, with a minimum of € 25.
- 4.3 All additional costs not covered by Repair and Maintenance, as detailed in these General Terms and Conditions and the Service Manual, are to be borne by the Hirer.
- 4.4 Any towing and other transport costs of the DOCKR Vehicle, are to be borne by DOCKR, unless the cause of the defect regards Unjustified Maintenance and/or pursuant to these General Terms and Conditions is for the account and risk of the Hirer.
- 4.5 Repairs, adjustments or changes to the DOCKR Vehicle without written permission from DOCKR are not permitted and are for the account and risk of the Hirer. Any resulting damage or defects are not covered by free Repair and Maintenance and are also for the account and risk of the Hirer as further detailed in Article 8.

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

- 5.1 If the Hirer takes a DOCKR Vehicle into use, this will be regarded as proof that it functions properly and is free of defects.
- 5.2 If the Hirer has any doubts about the safety of the DOCKR Vehicle, the use of the DOCKR Vehicle must be discontinued immediately and the Hirer is obliged to contact DOCKR. Even in the event of damage or defects to the DOCKR Vehicle, the Hirer is not permitted to use the vehicle if this could lead to aggravation of the damage or defects or to a reduction in (traffic) safety.
- 5.3 The use of the DOCKR Vehicle by the Hirer is at the Hirer's own risk and must take place carefully and in accordance with the Rental Agreement.
- 5.4 The Hirer must handle the DOCKR Vehicle, the key, other accessories and associated documents/parts with care and must ensure that the DOCKR Vehicle is used correctly and in accordance with its purpose. Partly due to the risk of theft, the Hirer is not permitted to have copies of the key made or to have more than one key in his possession.



- 5.5 The Hirer is obliged not to overload the DOCKR Vehicle and to sufficiently secure the load of the DOCKR Vehicle. During the rental period, the Hirer bears the risk of using a transport box attached to or on the DOCKR Vehicle. DOCKR is not liable for visible or invisible defects in the transport box and any cooling/freezing facility. Nor is DOCKR liable for any trading loss that the Hirer may suffer as a result of defects that may occur in the transport box and any cooling/freezing facility.
- 5.6 Only employees, in the course of the Hirer's business, may drive the DOCKR Vehicle, provided they have the required authorization/driving licence and competence and provided they are mentally and physically fit to drive the DOCKR Vehicle. The driver of the DOCKR Vehicle must have his (driving) licence with him when using the DOCKR Vehicle and immediately stop using the DOCKR Vehicle when, if applicable, the validity of his (driving) licence is revoked, suspended or if he otherwise loses his competence to drive.
- 5.7 The Hirer is not permitted to make the DOCKR Vehicle, the key or other accessories available to a person who does not comply with the provisions of the previous paragraph, unless otherwise agreed in writing.
- 5.8 The Hirer is not permitted, other than with written permission from DOCKR, to relet the DOCKR Vehicle or otherwise give it to someone else for use.
- 5.9 If DOCKR has to provide information to authorities or third parties about the identity of the person who has driven or used the DOCKR Vehicle at any time, the Hirer must provide this identity to DOCKR urgently upon request.
- 5.10 The Hirer is not permitted to use the DOCKR Vehicle (or have them used):
  - during extreme and dangerous weather conditions such as black ice, snow and bad roads, since this can cause damage to (the moving parts of) the DOCKR Vehicle and/or the user;
  - under the influence of alcohol, drugs, medication or other substances that can affect driving behaviour,
  - to take hitchhikers or passengers into/on the DOCKR Vehicle,
  - to use the DOCKR Vehicle for driving lessons, to hold races, speed, driving skills or reliability tests with the DOCKR Vehicle or to use it to pull or push caravans, trailers or other objects;
  - to place roof luggage or other roof loads on it or to overload the DOCKR Vehicle.



- 5.11 The Hirer is not permitted to take the DOCKR Vehicle outside the national borders of the country for which it has been made available to the Hirer, unless otherwise agreed in writing with DOCKR.
- 5.12 The Hirer must carry out Minor Maintenance on the DOCKR Vehicle and must comply with a call from DOCKR to make the DOCKR Vehicle available for Repair and Maintenance.
- 5.13 The Hirer is obliged to return the DOCKR Vehicle to DOCKR in its original condition, clean from contamination. The Hirer is also obliged to undo changes and additions made by him or on his behalf. The Hirer cannot claim any compensation in this regard.
- 5.14 The Hirer must charge the battery of the DOCKR Vehicle with the original equipment provided by DOCKR.
- 5.15 The Hirer is obliged to impose the obligations and prohibitions of this Article on the driver of the DOCKR Vehicle and to monitor compliance with them.

## **6. Terms and Conditions**

- 6.1 The Hirer must comply with the General Terms and Conditions, use the DOCKR Vehicle in accordance with the provisions of the Rental Agreement and the user manual supplied with the DOCKR Vehicle.
- 6.2 The Hirer must have a SEPA bank account number.
- 6.3 The DOCKR Vehicle remains the property of DOCKR at all times. The Hirer is not permitted to establish or grant any (security) interest to the DOCKR Vehicle for the benefit of a third party.
- 6.4 In relation to DOCKR, the Hirer bears the responsibility and risk of the behaviour of the driver of the DOCKR Vehicle and of the behaviour of the person(s) to whom the Hirer was allowed to hand over any (vehicle) key to the DOCKR Vehicle, as if the Hirer himself were the driver of the DOCKR Vehicle or the person(s) in whose possession the relevant (vehicle) key may be found respectively.
- 6.5 The Hirer is responsible for the timely notification of changes in the data known to DOCKR, such as a new (office) address.
- 6.6 The Hirer is not entitled to make changes to the DOCKR Vehicle. The Hirer may not remove, change or add anything to the design, shape or stickers placed on the DOCKR Vehicle without DOCKR's prior written consent.
- 6.7 Defects in changes made to the DOCKR Vehicle by the Hirer do not constitute 'defects of the rented item' as referred to in Section 7:204 of the Dutch Civil Code and do not provide the Hirer with any claims against DOCKR. The Hirer is liable for defects and harmful consequences resulting from those changes for the DOCKR Vehicle, DOCKR or third parties. The Hirer will indemnify DOCKR against any claims by third parties against DOCKR in connection therewith. DOCKR also has no obligation whatsoever to maintain, repair, remove or maintain changes made by the Hirer, other than at the expense of the Hirer.
- 6.8 Changes to the DOCKR Vehicle are not part of the DOCKR Vehicle and must be removed or undone by the Hirer before the End Date. Removal or undoing may be omitted if DOCKR has given written consent to make the changes and the Parties have agreed that the DOCKR Vehicle including changes may be returned to DOCKR on the End Date. The Hirer is not entitled to any compensation for unjust enrichment of DOCKR or any third party in connection with changes made by the Hirer, unless the Parties have agreed otherwise.
- 6.9 The Hirer is at all times obliged to make the DOCKR Vehicle available to DOCKR for viewing and technical inspection or have it made available to DOCKR, at DOCKR's first request.



- 6.10 In the event of any act or omission by the Hirer in violation of the Rental Agreement, the Hirer will owe DOCKR an immediately payable penalty of € 100 per violation or per calendar day in the event of a continuous violation, insofar as no other or specific penalty has been agreed. The provisions of this Article do not affect DOCKR's authority to exercise its other rights, including the right to performance and the right to full compensation insofar as the damage suffered exceeds the forfeited penalty.

## **7. Delivery DOCKR Vehicle**

- 7.1 DOCKR will deliver the DOCKR Vehicle to a location to be determined in consultation with the Hirer. The Hirer owes DOCKR a fee for the delivery and collection of the DOCKR Vehicle, unless otherwise agreed. If the Hirer decides to collect or return the DOCKR Vehicle himself, the fee will be waived.
- 7.2 The Hirer and DOCKR draw up an inspection form at the start of the Rental Agreement and upon receipt of the DOCKR Vehicle by the Hirer. This inspection form will be signed by both Parties. This form contains at least the following information:
- The condition of the DOCKR Vehicle;
  - The Brand of the DOCKR Vehicle;
  - The Type of DOCKR Vehicle;
  - Associated extras;
  - The DOCKR Vehicle registration number or bicycle number, if applicable;
  - Any possible observable damage(s) to the DOCKR Vehicle at the start of the rental; and
  - Any possible observable damage(s) to the DOCKR Vehicle upon return.

Certain details are (logically) only entered by the Parties on the form upon return of the DOCKR Vehicle.

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

- 8.1 DOCKR strives to resolve Repairs to a DOCKR Vehicle within a reasonable time, as further detailed in the Service Manual and the Rental Agreement.
- 8.2 If the (target) times as included in the Service Manual and the Rental Agreement are not met, the Hirer cannot claim any compensation or reimbursement.
- 8.3 Repairs will only take place in the event of a defect or damage to the DOCKR Vehicle and only within the regions where DOCKR is active. The Hirer is obliged to make the DOCKR Vehicle available within that region.
- 8.4 In the event of breakdown assistance, the DOCKR Vehicle including the driver will be towed to the Hirer's location.
- 8.5 Maintenance or Repairs of defects or damages that are for the account and/or risk of the Hirer on the basis of these General Terms and Conditions or the Service Manual, do not fall under free Repair and Maintenance and apply as "Unjustified Maintenance". The resulting costs are to be borne by the Hirer.
- 8.6 The boundary between 'Repairs and Maintenance' and 'Unjustified Maintenance' is formed by the degree of atypical damage and is further detailed in the Service Manual. If the Service Manual does not provide a solution, Unjustified Maintenance will be understood to mean:
- damage that is directly or indirectly caused by the actions of the Hirer, is the result of an accident and/or crime or is caused by improper use of the DOCKR Vehicle.



'Improper use' is understood to mean acting in violation of the prescribed conditions of use, these General Terms and Conditions or those terms and conditions that can be qualified as normal for the relevant DOCKR Vehicle in general daily use; or

- Repairs and/or Maintenance that can be seen as either arising from 'Minor Maintenance'; or
- repair 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 that DOCKR collects on equal or comparable DOCKR Vehicles.

If the Hirer believes that DOCKR wrongly qualifies a damage as Unjustified Maintenance, the Hirer must prove otherwise.

- 8.7 Certain fixed amounts and/or deductibles are included in the Service Manual with regard to some categories of Unjustified maintenance. DOCKR has the right to unilaterally change these categories and conditions.
- 8.8 The Hirer is obliged to cooperate with periodic maintenance of the DOCKR Vehicle. DOCKR will inform the Hirer in good time about the planned Maintenance.
- 8.9 Under no circumstances is the Hirer allowed to have repairs and maintenance (other than Minor Maintenance) carried out on the DOCKR Vehicle himself or by third parties. This also includes the replacement of parts. Any damage or Repair will be reported to DOCKR.
- 8.10 If the Hirer incorrectly requests Repair and/or Maintenance, DOCKR has the right to charge call-out charges. If the Hirer does not appear at an appointment made for Repair and/or Maintenance, the costs involved will also be charged to the Hirer, which costs the Hirer must reimburse to DOCKR. These (call-out) charges are included in the Service Manual, failing which the provisions of Article 6.10 apply.
- 8.11 When a DOCKR Vehicle is exchanged by DOCKR, the DOCKR Vehicle to be exchanged including key will be transferred by the Hirer to DOCKR in accordance with the provisions of Article 9.



## **9. Returning the DOCKR Vehicle**

- 9.1 The Hirer ensures that the DOCKR Vehicle is returned to the location of issue, unless otherwise agreed. The provisions of Article 5.13 and Article 7 apply mutatis mutandis. The Hirer must also ensure that no waste or contaminants are left behind in the DOCKR Vehicle.
- 9.2 The Hirer assesses the condition of the DOCKR Vehicle in relation to the condition at the start of the Rental Agreement together with the DOCKR employee. When returning the DOCKR Vehicle, the Hirer and DOCKR draw up an inspection form, as stated in Article 7. This inspection form will be signed by both Parties.

## **10. Term of the Rental Agreement and termination**

- 10.1 The Rental Agreement is only concluded after confirmation by DOCKR. Every confirmed reservation leads to a Rental Agreement, with the associated General Terms and Conditions, Service Manual and other appendices. When booking several DOCKR Vehicles, the Rental Agreement will always be deemed to have been entered into per individual Vehicle. DOCKR reserves the right to refuse the application for a Rental Agreement without stating reasons.
- 10.2 The Rental Agreement for a DOCKR Vehicle is concluded for a fixed period, as set out in the rental agreement. A Rental Agreement is automatically renewed after the agreed term, always for the same period it was initially entered into, but for a maximum of one year. This automatic renewal ends after termination of the Rental Agreement by either Party, with due observance of the notice period in Article 10.3.
- 10.3 The notice period for a Rental Agreement is one calendar month, calculated from the day on which the written termination of the Rental Agreement by one of the Parties (possibly by email) is received by the other Party, towards the end of a calendar month (the 'End Date').
- 10.4 After termination until the End Date, the Hirer is entitled to use the DOCKR Vehicle and is obliged to pay the costs of the Rental Agreement.
- 10.5 The DOCKR Vehicle, the key and other accessories must be returned to DOCKR by the Hirer no later than on the End Date.
- 10.6 A Rental Agreement cannot be terminated prematurely. If the DOCKR Vehicle is returned by the Hirer before the End Date, all rights of the Hirer under the Rental Agreement will terminate, however, the Hirer remains obliged to pay the full Rental Fee and any costs up to the regular End Date.
- 10.7 If the rental agreement has been terminated, but the DOCKR Vehicle has not yet been returned to DOCKR, the Parties can agree that - if the DOCKR Vehicle is still available for hire - the termination will be reversed and the Rental Agreement reactivated. If DOCKR has had to incur (extra) costs as a result, these costs (as part of these agreements) are to be borne by the Hirer.
- 10.8 If the DOCKR Vehicle has not been handed over by the Hirer to DOCKR by the End Date at the latest, the Hirer owes a penalty, without notice of default being required, in an amount equal to 10% of the purchase value of a new DOCKR Vehicle per day until the DOCKR Vehicle as yet has been transferred to DOCKR or the Rental Agreement has been reactivated in accordance with the previous paragraph. If the DOCKR Vehicle has not been handed over to DOCKR by the Hirer within seven (7) calendar days after the End Date, the Rental Agreement has not been activated within the aforementioned term or the vehicle is stolen without the Hirer being able to hand over the original key, the Hirer will owe a penalty, again without a notice of default being required, amounting to 100% of the purchase value of the DOCKR Vehicle. Any previously paid fines arising from this Article will be deducted from the 100% penalty. The collection of the penalty/penalties by DOCKR does not affect DOCKR's other rights (such as claiming compensation). The penalty/penalties do not replace these rights.



- 10.9 If the DOCKR Vehicle has not been handed over to DOCKR within seven days after the End Date and the Rental Agreement has not been reactivated, DOCKR will report the theft by the Hirer. In such case, the Hirer is also obliged to compensate the damage suffered by DOCKR.
- 10.10 The Hirer is aware that the DOCKR Vehicle may be the property of a leasing company. In such case, the Hirer is obliged to return the DOCKR Vehicle to the leasing company at the leasing company's first request. In case of doubt, the Hirer has the obligation and responsibility to carefully investigate the lawfulness of such a request.

## 11. Insurance

- 11.1 The Hirer declares that he is aware of the fact that no other insurance policies have been taken out with regard to the DOCKR Vehicles than those stated in the Rental Agreement with the deductibles stated in the same Rental Agreement. Any other or supplemental insurance policies that may be desired by the Hirer must be taken out by the hirer himself and at his own expense.
- 11.2 If damage or an incident occurs that is covered under an insurance policy taken out by DOCKR, the Hirer is obliged to pay DOCKR a deductible as stated in the Rental Agreement.
- 11.3 DOCKR declares that the motor liability insurance referred to in the Rental Agreement, if required by law for the DOCKR Vehicle, meets the requirements set by the Dutch Civil Liability Insurance (Motor Vehicles) Act. This motor liability insurance does not cover damage resulting from participation in speed, regularity or agility rides and races, for which an exemption as referred to in Section 148 of the Road Traffic Act 1994 has been granted (see Section 4(3) of the Dutch Civil Liability Insurance (Motor Vehicles) Act. Partly in view of this, the Hirer is prohibited from participating, or letting a party participate, (insofar as relevant) with the DOCKR Vehicle in speed, regularity or agility rides and races, with or without the aforementioned exemption, and the Hirer is liable to DOCKR for any damage that may arise or be inflicted with or on the DOCKR Vehicle during an act or omission in violation of this, including any trading loss and other consequential loss arising for DOCKR or third parties respectively, all this insofar as not covered by the comprehensive insurance [*cascoverzekering*] or the motor liability insurance respectively.
- 11.4 If the Hirer acts contrary to an obligation stipulated in these General Terms and Conditions (as inter alia included in this Article and Article 12) and the insurer as a result has no or no full obligation to compensate, then the Hirer must fully compensate DOCKR for the resulting damage. In such a case, no deductible or any other limitation or compensation applies, but the Hirer is obliged to reimburse DOCKR for the total damage suffered and costs incurred with regard to the DOCKR Vehicle and the Rental Agreement.

## 12. Theft or loss

- 12.1 In the event of theft or loss of the DOCKR Vehicle or a part thereof, the Hirer is obliged to report this to DOCKR within 24 hours.
- 12.2 If applicable, the Hirer must hand over all keys to the DOCKR Vehicle or part thereof to DOCKR within 24 hours, together with the report of this incident. At DOCKR's first request, the Hirer will provide all further/additional information and/or perform actions that DOCKR requires with regard to the administrative processing and/or that are requested by the insurance company.
- 12.3 In the event of theft or loss, the hirer must pay the deductible as stated in the Rental Agreement. If no compensation is paid by the insurance, the provisions of Article 11.4 apply mutatis mutandis and the Hirer must reimburse DOCKR for the total damage suffered and costs incurred with regard to the DOCKR Vehicle and the Rental Agreement.



- 12.4 In order to prevent incidents such as loss, theft and damage, the DOCKR Vehicle must, insofar as relevant, always be locked with the lock provided. Where possible, the DOCKR Vehicle must be secured to something with the lock. All parts of the vehicle that can be detached from the vehicle, such as batteries, must be stored in a locked place.
- 12.5 If the Hirer does not comply with the provisions of the previous paragraph, if this was reasonably possible, the Hirer will owe DOCKR a 'Negligence Surcharge', being once the Rental Fee per month. This amount is in addition to the deductible (if the insurance nevertheless proceeds to pay out in full) or the damages and compensation as included in Article 11.4.
- 12.6 If a missing or stolen DOCKR Vehicle, or a part thereof, is found within the term of the Rental Agreement, the Hirer will be credited a maximum of the deductible that has been paid. DOCKR determines this amount based on the condition of the DOCKR Vehicle and any other costs.
- 12.7 If it appears that the Hirer has provided incorrect information to DOCKR's disadvantage, DOCKR is entitled to charge a Negligence Surcharge of twice the Rental Fee per month. This amount is in addition to the deductible and/or the damages and compensation as included in Article 11.4.
- 12.8 If components or parts of the DOCKR Vehicle are missing or appear to have been stolen, the foregoing also applies and DOCKR has the right to charge this to the Hirer up to a maximum of the amount of the deductible, possibly increased by a Negligence Surcharge and/or the damages and compensation as included in Article 11.4.
- 12.9 If the DOCKR Vehicle has been removed by the municipality or government authorities, the Hirer has three days to collect it himself from the relevant government service. Any acquisition costs or other costs are to be borne by the Hirer. After the DOCKR Vehicle has been available at the depot for at least three days, DOCKR will collect the DOCKR Vehicle, in which case the Hirer will owe the Negligence Surcharge as included in paragraph 5, plus all costs involved.
- 12.10 If the Hirer loses a key or if it becomes damaged, the above applies and a new key must be requested from DOCKR. The costs depend on the type of DOCKR Vehicle and are included in the Service Manual. Costs of handling, making and/or delivering a key are to be borne by the Hirer in full. DOCKR always has a spare key for the DOCKR Vehicle.
- 12.11 The Hirer is obliged to immediately report the loss, theft or destruction of a key to DOCKR so that DOCKR can block the key if possible and prevent misuse.
- 12.12 A key previously reported lost that is found must be returned to DOCKR immediately and does not entitle the Hirer to a refund of costs paid.
- 12.13 The Hirer is prohibited from independently duplicating, without written permission from DOCKR, keys and/or devices to unlock and/or start the DOCKR Vehicle, under penalty of payment of the Negligence Surcharge to DOCKR per violation.

### **13. Damage**

- 13.1 The DOCKR Vehicle is periodically checked by DOCKR for damage and defects. However, this does not release the Hirer from his own obligation to inspect the DOCKR Vehicle prior to each use for damage, defects and faults that are essential for normal and safe use. The Hirer is obliged to inform DOCKR before using the DOCKR Vehicle of damage, defects and faults that are not stated on the record of previous damage. The DOCKR Vehicle has a record of previous damage and defects already known to DOCKR. In order to be able to attribute the damage to the person who caused it, the report must be made before the journey starts. The Hirer is obliged to report the relevant data completely and truthfully.



- 13.2 The Hirer is responsible for timely reporting any defects and/or damage to the DOCKR Vehicle. If DOCKR remedies a defect in accordance with the Rental Agreement (and Terms of Service) or if (the occurrence of) a defect is for the account and risk of the Hirer, the Hirer cannot claim any damages or compensation or rent reduction.
- 13.3 In the event of a breakdown, accident or any event from which damage may arise or has arisen, either for DOCKR or for third parties, the Hirer will immediately contact DOCKR or the third party designated by DOCKR for that purpose. The Hirer is obliged to follow DOCKR's instructions and to remain with the DOCKR Vehicle until any roadside assistance has arrived. Calling for roadside assistance without the knowledge of DOCKR or without DOCKR's permission is at the Hirer's own account and risk. In the event that DOCKR is not contacted, the Hirer must inform the local police by telephone, also in the event of minor body damage to the vehicle.
- 13.4 Damage to the DOCKR Vehicle (regardless of how it arises) will be reported by the Hirer to DOCKR within 24 hours.
- 13.5 In the event of damage and/or wear and tear that falls under Unjustified Maintenance as referred to in Article 8, the Hirer is obliged to reimburse DOCKR for the costs involved.
- 13.6 In the event of damage, the Hirer is obliged to provide DOCKR or its insurer, whether requested or not, with all information and all documents relating to the event.
- 13.7 In the event of an accident, the Hirer must also submit the claim form to DOCKR as soon as possible, if available, but at least a careful and complete report of the accident, completed and signed. The Hirer is obliged to provide DOCKR and persons designated by DOCKR with all requested cooperation to obtain compensation from third parties or to defend against claims by third parties or to establish the Hirer's liability. If DOCKR has not received a claim form within a period of seven days, the handling of the claim will be hindered or delayed. DOCKR reserves the right in this case to charge all costs and damage to persons, objects and vehicles related to the accident to the Hirer.
- 13.8 Even in the event of damage or defects to the DOCKR Vehicle, the Hirer is not permitted to use the DOCKR vehicle if this could lead to aggravation of the damage or defects 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 journey.
- 13.9 Compensation for damage to the DOCKR Vehicle in all cases accrues to DOCKR. If these payments have been made to the Hirer, the Hirer must forward them to DOCKR without having received a request to that effect.
- 13.10 In the event of damage caused by contributory fault of a third party, the Hirer is obliged to 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 submitted, the cost of the damage will be charged to the Hirer.

#### **14. Rates, Payments and Authorization**

- 14.1 The Hirer agrees to pay the rate in accordance with the agreed Rental Fee as set out in the Rental Agreement.
- 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 (CBS). In the event of unforeseen changes in the (external) costs, such as parts, Repair and Maintenance, which increases are caused by increased transport, raw material and/or personnel costs, DOCKR is also entitled to implement these price changes in the interim. DOCKR will inform the Hirer of this in a timely manner.
- 14.3 The Rental Fee of the DOCKR Vehicles is collected monthly in advance.

- 14.4 When entering into a Rental Agreement, the Hirer is also obliged to have an authorization for automatic SEPA direct debit for the (monthly) costs of the Rental Agreement and other amounts due debited from the account number provided. The Hirer is obliged to ensure that his (bank) account has sufficient coverage.
- 14.5 In the event and as long as a Hirer does not fulfil any payment or other obligation towards DOCKR or does not fulfil it on time, DOCKR is entitled to suspend its obligations arising from the Rental Agreement, including the issuing of an immediate ban on the use of the DOCKR Vehicles. The penalty pursuant to Article 10.8 applies mutatis mutandis to violation of such instructions. DOCKR is also entitled to make use of the DOCKR Vehicle (technically or factually) impossible and/or to collect it. All costs involved in this – including return and/or reversal – are to be borne fully by the Hirer. Before the DOCKR Vehicles are released (again) to the Hirer, the Hirer must pay these and all amounts owed to DOCKR, as well as the Rental Fees for the period of suspension. Suspension by DOCKR does not suspend the (payment) obligations.
- 14.6 DOCKR is entitled to communicate with regard to invoices and reminders by email.
- 14.7 In the case of additional costs charged (such as the deductible and surcharges), DOCKR has the right to demand payment thereof before delivering a new DOCKR Vehicle to the Hirer. If the Hirer indicates that he is able to pay the outstanding amount and this proves not to be the case, this constitutes Unjustified Maintenance and costs may be charged for this.
- 14.8 If the costs of the Rental Agreement or other costs cannot be debited or are reversed, the Hirer is in default by operation of law. The Hirer will then receive a reminder to pay the amount owed within fourteen days. If the amount due is not paid within the period of fourteen days, DOCKR may engage a collection agency.
- 14.9 Payment of the Rental Fee or other amounts must be made within the term stated in the Rental Agreement or on the invoice and otherwise payment must be made within fourteen days after the Hirer has been given notice to pay.
- 14.10 If the Hirer does not pay on time, including reversal or late execution of a collection, the Hirer is in default by operation of law and owes the statutory commercial interest on the outstanding amount, increased by five percentage points on an annual basis, 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 DOCKR's liability with regard to the Rental Agreement is limited to the fulfilment of the obligations that DOCKR expressly has under the Rental Agreement and these General Terms and Conditions. However, DOCKR is not liable within the performance of these obligations for shortcomings, actions or behaviour of the Hirer, its directors or third parties such as (but not limited to) municipalities, car parks, damage repair and/or cleaning companies, other (previous) users of DOCKR Vehicles from DOCKR, people parking illegally at locations or, for example, transport companies that provide services through the intermediation of DOCKR. Moreover, DOCKR is not liable under any circumstances for any damage suffered by the Hirer 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 whatever reason, for any damage suffered by the Hirer (as a result of the use of the DOCKR Vehicle) unless there is an intentional act or omission or gross negligence on the part of DOCKR. The Hirer is personally liable for this damage and the consequential damage resulting therefrom, except if and insofar as this damage is covered under an insurance policy that has been taken out.



- 15.3 If DOCKR can nevertheless be held liable for any damage, for whatever reason, DOCKR's total liability under the Rental Agreement will be limited to an amount equal to a maximum of three (3) times the Rental Fee per month, with a maximum of € 3,000 and will never exceed the amount covered under any insurance contract concluded by DOCKR.
- 15.4 DOCKR is in no way liable for indirect damage, consequential damage, trading loss, business interruption loss, loss of profit, lost savings, reduced goodwill, mutilation or loss of data files, loss of clients, reputational damage and damage as a result of claims by customers of the Hirer.
- 15.5 The Hirer is obliged to take appropriate measures in good time to prevent damage to, in or through the DOCKR Vehicle as a result of frost, precipitation, storm, other weather conditions, short-circuit, fire, leakage, etc. If any damage as referred to here nevertheless occurs, the Hirer must immediately inform DOCKR thereof and the Hirer is fully liable towards DOCKR and third parties affected thereby.
- 15.6 DOCKR is not liable for items left behind by the Hirer/passenger in a DOCKR Vehicle.
- 15.7 The Hirer is liable for the acts and omissions of the Hirer's passengers, even if they did not have the Hirer's consent.
- 15.8 The Hirer indemnifies DOCKR for:
- All damage from 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 could be found by DOCKR under any motor liability insurance policies (WAM);
  - All penalties, transactions and administrative sanctions, etc., which may be imposed on DOCKR in connection with crimes and violations committed during the rental period by the Hirer and/or the driver and/or passengers of the DOCKR Vehicle. For such penalties, transactions and administrative sanctions, etc., the Hirer bears the full risk and full responsibility and liability in relation to DOCKR, and insofar as possible also directly in relation to the party/parties imposing those penalties, transactions and administrative sanctions, etc.;
  - Any claim by a third party against DOCKR with regard to the DOCKR Vehicles provided or to be provided by DOCKR and/or with a violation by the Hirer of the General Data Protection Regulation, any legal obligation and/or the agreements of the Rental Agreement. The Hirer must reimburse DOCKR for the full costs incurred by DOCKR in defending against claims from third parties.



- 15.9 For any costs and/or damage that may arise for the Hirer or the driver of the DOCKR Vehicle or its occupants as a result of any damage and/or defect and/or loss to or of the DOCKR Vehicle with accessories or caused to third parties, DOCKR bears no liability.
- 15.10 If, due to any circumstances whatsoever, the Hirer is unable to use the DOCKR Vehicle during the Rental Agreement, DOCKR will not be liable for any resulting damage, but the Hirer remains obliged to pay the agreed Rental Fee and costs of the Rental Agreement.
- 15.11 In the event of an accident involving a DOCKR Vehicle rented by him, the Hirer may not issue a declaration of liability or a comparable statement. If, despite this prohibition, a declaration of liability or comparable statement is made, this only applies directly to the Hirer. Neither DOCKR nor (its) insurers are bound by this statement or undertaking.
- 15.12 The Hirer is, insofar as applicable, liable for damage due to loss of accompanying documents, such as a vehicle registration certificate, insurance certificate (green card), periodic vehicle inspection report and any border documents.
- 15.13 As long as the Hirer has not fully returned the (ownership) papers to DOCKR upon and after the return of the DOCKR Vehicle to DOCKR, DOCKR will suffer loss of profits, for which the Hirer is liable on the basis of Article 13 of these General Terms and Conditions.
- 15.14 If a deductible has been agreed in the Rental Agreement, the Hirer's liability is limited per claim to the amount of the deductible, unless:
- a) the damage arose during or as a result of acts or omissions in violation of Article 5, 6 or any (other) obligation from the Rental Agreement or otherwise related thereto or can be qualified as Unjustified Maintenance in accordance with Article 8;
  - b) the damage has arisen as a result of use of the DOCKR Vehicle on unpaved terrain, or use of the DOCKR Vehicle on terrain or for purposes for which the DOCKR Vehicle is apparently not suitable, or for terrain or for purposes of which the Hirer or driver has been informed that access or use is at their own risk;
  - c) the DOCKR Vehicle has been relet to a third party, even if DOCKR has consented thereto;
  - d) the damage has arisen because the Hirer has not followed the instructions of DOCKR;
  - e) the damage is the result of the realization of the danger associated with the transport, storage, loading and unloading of dangerous, explosive, flammable, oxidizing or toxic substances.

If DOCKR disputes facts stated by the Hirer with regard to the cause of the damage with substantiation, the Hirer must prove its factual assertions.



- 15.15 If a payment is made to DOCKR or to a third party pursuant to an insurance contract taken out by DOCKR, whether compulsory or not, against the risk of (vehicle) damage or against the risk of statutory liability, this does not affect the Hirer's liability.
- 15.16 The condition for the existence of any right to compensation on the part of the Hirer is always that the Hirer reports the damage to DOCKR within two (2) weeks. Any claim for compensation against DOCKR lapses by the mere lapse of twelve (12) months after its occurrence, insofar as no notification as referred to in this Article has been made.

## **16. Amendments**

- 16.1 After the Rental Agreement has been concluded - in addition to the provisions of Article 14.2 - amendments in taxes and excise duties that are imposed by the government and insurance premiums can (in the interim) be passed on to the Hirer.
- 16.2 DOCKR has the right to amend the General Terms and Conditions at any time. Amendments to the General Terms and Conditions will be announced at least one month before the effective date by means of a notice on the website [www.dockrmobility.com](http://www.dockrmobility.com) and/or by email to the Hirer.
- 16.3 The Hirer can amend the Rental Agreement to a more expensive Rental Agreement free of charge and DOCKR will by appointment arrange for the exchange of the DOCKR Vehicle to a DOCKR Vehicle that matches the new Rental Agreement.

## **17. Termination (by giving notice)**

- 17.1 DOCKR has the right to terminate the Rental Agreement (by giving notice) in whole or in part with immediate effect by means of a written notice to the Hirer, if:
- The Hirer is in default with the fulfilment of his obligations under the Rental Agreement and these General Terms and Conditions;
  - if the Hirer applies for a (provisional) suspension of payment, or if a (provisional) suspension of payment is granted to the Hirer;
  - A petition is filed for the Hirer's bankruptcy or he is declared bankrupt;
  - The Hirer is placed under guardianship or is admitted to the Dutch Debt Restructuring (Natural Persons) Act;
  - The DOCKR Vehicle or other goods of the Hirer are seized at the expense of the Hirer and this adversely affects the fulfilment of his obligations under the Rental Agreement;
  - In the opinion of DOCKR, the Hirer abuses the service offered by DOCKR;
  - The Hirer intentionally provides incorrect information to DOCKR, or the Hirer should otherwise no longer be deemed able to fulfil the obligations under the Rental Agreement.



- 17.2 The Hirer has the right to terminate the Rental Agreement with immediate effect if DOCKR has repeatedly and/or seriously failed to fulfil his obligations as described in the Rental Agreement and has given DOCKR in writing a reasonable term of at least 14 days to as yet comply with an obligation enforceable by the Hirer.
- 17.3 In the event of termination in accordance with paragraph 1 or 2, access to the DOCKR Vehicle will be immediately blocked for the Hirer with effect from the termination or notice of termination and future reservations already made will be cancelled. The provisions of Article 10 apply mutatis mutandis.
- 17.4 When the Rental Agreement is terminated (by giving notice) in accordance with the above, DOCKR has the following rights in particular:
- Right to immediate return of the DOCKR Vehicle used by the Hirer at that time, including all accessories. If the Hirer does not immediately return the DOCKR Vehicle, DOCKR is entitled to take possession of the DOCKR Vehicle at the Hirer's expense;
  - Right to the Rental Fee until the DOCKR Vehicle is returned; and
  - Claim for compensation. DOCKR will charge the Hirer as compensation for the exact damage due to non-compliance, including the remaining rental periods of the DOCKR Vehicle until the contractual end date.
- 17.5 When a DOCKR Vehicle is rented out by DOCKR, DOCKR has the right – in addition to the cases referred to in Article 17.1 – to terminate the Rental Agreement at any time, without notice of default, with immediate effect in the interim by means of an extrajudicial declaration, if in its opinion the DOCKR Vehicle is not used with care.



## **18. Privacy**

- 18.1 Insofar as data processed by DOCKR in connection with the execution of the Rental Agreement contains personal data, DOCKR will process it in accordance with the applicable privacy legislation, including but not limited to the General Data Protection Regulation.
- 18.2 DOCKR will collect and process data in the context of the Rental Agreement, possibly also location data by means of the smart tracking device installed 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 execution of this Rental Agreement, including but not limited to purposes related to research, analysis, improvement of the DOCKR Vehicles and DOCKR services, marketing, service (maintenance and repair) and communication.
- 18.4 DOCKR gains access to the data via the portal made available to the Hirer, exclusively with regard to the one or more Rental Agreements purchased by the Hirer.
- 18.5 DOCKR will only use the data made available via the portal for the following purposes: (i) optimizing business operations; (ii) making appointments for maintenance with the Hirer; (iii) in the context of the execution of the Rental Agreement; (iv) localization of the DOCKR Vehicle; (v) manner and extent of use of the DOCKR Vehicle; and (vi) to improve services in the context of DOCKR's business activities.
- 18.6 The Hirer is responsible for compliance with the applicable laws and regulations in connection with the use of the Rental Agreement and the DOCKR Vehicle, including (but not limited to) informing the drivers about the processing of personal data (including about the parties that will receive the data) and obtaining the necessary permissions and/or consents under, inter alia, the General Data Protection Regulation and/or the Works Councils Act.

## **19. Transfer and outsourcing**

- 19.1 DOCKR has the right to transfer its business or parts thereof, including the Rental Agreements, to third parties if, at the time of the transfer, those third parties can continue the services immediately after the transfer under comparable conditions and rates. The Hirer hereby agrees to this in advance and is obliged to cooperate unconditionally.
- 19.2 DOCKR has the right to transfer the Rental Agreement with the Hirer to other companies that are part of the group of which DOCKR is a part and/or to third parties. The Hirer will not withhold or delay his cooperation in this regard on unreasonable grounds. In the event that DOCKR decides to do so, it will inform the Hirer thereof.
- 19.3 DOCKR is entitled to outsource the fulfilment of its obligations under the Rental Agreement in whole or in part to third parties. However, this does not in any way release DOCKR from its obligations.
- 19.4 DOCKR has the right at all times to transfer its claims against the Hirer to third parties.
- 19.5 Obligations under the Rental Agreement, which by their nature are intended to continue after the termination of the Rental Agreement (on any grounds whatsoever), will continue to exist after the termination of the Rental Agreement.

## **20. Applicable law and disputes**

- 20.1 The Rental Agreement and the General Terms and Conditions are exclusively governed by Dutch law.
- 20.2 All disputes arising from or in connection with the Rental Agreement will be settled in the first instance by the Court of Midden-Nederland, location Utrecht.



- 20.3 Should one or more provisions of these General Terms and Conditions be or become invalid or void, this does not affect the validity of the remaining provisions. The Parties undertake in that case 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 approach the invalid provisions as closely as possible in economic terms and in terms of their intention.

*Version November 2021*