

General terms and conditions Noord

1. Definitions

1. These general terms & conditions apply to:

General terms and conditions: The provisions in this document

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

Noord: The limited liability company The E-bike Company BV, a lessor of Bikes and Containers

Lessee: Any legal entity that leases a Bike and/or Container from Noord

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

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

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

Smart abonnement: Subscription for the lease of a Bike whereby the Lessee is liable for damage to the Bike in accordance with Table 1, and Noord applies a deductible of €700 per Bike and €350 per battery in case of theft.

SmartPlus abonnement: Subscription for the lease of a Bike whereby the Lessee is not liable for damage to the Bike in accordance with Table 1, and Noord applies a deductible of €700 per Bike and €350 per battery in case of theft.

All-risk abonnement: Subscription for the lease of a Bike whereby the Lessee is not liable for damage to the Bike in accordance with Table 1, and Noord applies a deductible of €350 per Bike and/or battery in case of theft.

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

2. Registration and agreement

1. These general terms and conditions apply to all offers, (follow-up) agreements and services provided by Noord. Any general terms and conditions of the Lessee explicitly do not apply and are rejected by Noord.
2. The acceptance by and provision of the general conditions to the Lessee takes place when the Lessee completes the online registration form on the Noord website.
3. Noord will submit an offer to the Lessee, including a description of the Bike(s) and/or Container(s) to be leased, the monthly fee and any additional costs. Noord may also offer additional services such as the Bike Plan.
4. The agreement between Noord and the Lessee is established when the Lessee accepts the offer or when Noord starts implementing the agreement at the Lessee's request.
5. Lessees are responsible for passing on any changes to their details as known to Noord, including changes to address, email or phone number.
6. The general terms & conditions remain in effect if Noord does not strictly apply one or more of these provisions in a specific case.

3. Type of subscription

1. When entering into the agreement, the Lessee will choose between a Smart, Smart Plus or All-risk subscription.

4. Remuneration changes and payment

1. Lessees will pay Noord the previously agreed monthly lease and any additional costs. All amounts indicated are excluding VAT.
2. Noord reserves the right to change the lease fee without giving the Lessee the right to terminate the agreement. Fee changes will be implemented one month after the Lessee was informed thereof by Noord. Increases based on legislation, such as VAT rises, can be implemented immediately.
3. Noord will send the Lessee a monthly invoice for the lease and any additional costs for the specified period, stating the period of use.
4. Any Bike Plan that the Lessee has in place for its employees is stated separately on the monthly invoice.
5. The amount due will be claimed via direct debit. If Noord cannot claim the amount due from the Lessee via direct debit on the calendar day as specified under Article 4, the Lessee is legally in default, and Noord will attempt to claim the amount due again via direct debit within 14 days. If the second direct debit attempt is unsuccessful as well, Noord will suspend its obligations toward the Lessee and pick up the Bike(s) from the Lessee, for which it will charge a fee of €50. At this time, Noord is authorised to terminate the agreement. Lessees can choose to pay the lease fee for a period of at least 12 months in one go, in which case they will receive a discount on the total lease fee.
6. Lessees will settle Noord's invoices within 14 days of the invoice date.
7. If Noord does not receive full payment from the Lessee within the payment term, the Lessee is legally in default and owes legal interest while also being compelled to pay Noord any costs, including extrajudicial costs, related to the collection of the amount due.

5. Delivery

1. Noord will supply the Lessee with the Bike(s) and/or Container(s) in accordance with the agreement.
2. The Bike(s) and/or Container(s) will be delivered to the location provided on the registration form or collected from a Noord pick-up point. Noord charges a fee of €50 for delivery of the Bike(s) and €500 for the Container(s) or pick-up of the Bike(s) and/or Container(s) upon termination of the agreement. The delivery date of the (first) Bike(s) and/or Container(s) is considered to be the starting date of the agreement but is not considered a strict deadline.

6. Lessee and User obligations

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

7. Service, maintenance and instructions for Lessee

1. Noord will provide regular maintenance of the Bike(s) as and when it deems necessary.
2. Noord reserves the right to check the condition of and make modifications to its Bikes. The Lessee and User are obliged to cooperate with inspections, modifications and checks.
3. The Lessee must report any defects, damage, loss or theft of the Bike to Noord within 24 hours and follow Noord's reasonable instructions, including but not limited to cooperating in a police report (by Noord), providing a completed and signed damage claim form signed by all parties involved if the damage was caused by a third party, providing all necessary information to Noord and its insurer.
4. The Lessee may not have a third party repair the Bike unless it has been given permission to do so from Noord.
5. Noord will assess the cause of the defect or damage and repair the Bike unless it cannot be reasonably expected to do so. If the Bike cannot be repaired right away, Noord will offer the Lessee a replacement if necessary and within 48 hours. The Lessee cannot derive any rights if this term is not met. An exchange will only take place at the address provided when registering and is free of charge for all-in fees or when the exchange is made at a pick-up point. In all other cases Noord will charge a fee of €50 (per Bike).
6. Noord will cover the costs of regular maintenance unless it believes the defect or damage is caused by improper use by or on behalf of the Lessee, in which case any costs of maintenance, replacement or repair or other costs are at the expense of the Lessee. These costs will be charged to the Lessee in accordance with the table included below in Article 8'.

7. In case of improper use, Noord is entitled to take measures, including the immediate collection of the Bike, without releasing the Lessee from their payment obligations. Improper use includes use of the Bike in violation of these general terms & conditions and use contrary to the normal use of a Bike, including under the influence of alcohol and/or drugs, traffic violations, negligence or a lack of normal care or maintenance.
8. Noord will only exchange or repair the Bike if the Lessee has fulfilled all its financial obligations.

8. Damage, theft, liability and subscription type

1. The use of the Bike is at the Lessee's or User's own risk.
2. Noord will inspect the Bike for damage (including theft or loss of the Bike and/or parts thereof) when it is returned. Any damage found is presumed to have been caused by the Lessee. In the case of a Smart subscription (not Smart Plus or All-risk, any costs for repairs or replacement are at the Lessee's expense, unless the Lessee can prove that the damage was already there when the agreement started or should otherwise be paid for by Noord. Noord applies the following table for damage:

Table 1

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

3. For the Smart and Smart Plus subscription, Noord applies a deductible of €700 per Bike and € 350 per battery in case of theft. For the All-risk subscription, Noord applies a deductible of €350 per Bike and/or battery in case of theft.
4. Article 8(3) applies only if the key provided by Noord to the Lessee is handed back to Noord. **If the original key cannot be provided, Noord will claim the total cost of the Bike including battery, namely €3.500, from the Lessee** (plus € 350 in case of a second battery). This means that Noord applies the following table in case of damage or theft:

Table 2

Smart	Smart Plus	All-risk
√ damage in accordance with Table 1	√ 100% damage covered	√ 100% damage covered
√ 70% coverage in case of theft*	√ 70% coverage in case of theft*	√ 90% coverage in case of theft*

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

5. The Lessee will only receive a new Bike or battery after paying the deductible.
6. Any Lessee involved in two or more cases of theft will be blocked from using the services or Bikes of Noord.
7. If the Bike is found after a theft was reported, the Lessee will be charged a €50 processing and administration fee instead of the deductible.
8. If a Bike has to be picked up from a municipal bicycle storage, the costs of €50 will be charged to the Lessee.

9. Duration and termination

1. The agreement is concluded for a pre-determined period and cannot be prematurely terminated.
2. After the period indicated in Article 9(1) has ended, the agreement will be automatically extended by a period of three months and both Lessee and Noord are subject to a notice term of one month.
3. In the following cases, Noord can terminate the agreement extrajudicially and with immediate effect, without owing any damages and while retaining its rights:
 - a. The Lessee does not comply with this agreement.
 - b. The Lessee has been declared bankrupt or admitted to the law debt restructuring scheme.
 - c. Circumstances arise of such a nature that compliance with the agreement is impossible or that Noord cannot be compelled to continue the agreement as is.
4. During the term of notice referred to in Article 9(2) the Lessee still owes the agreed monthly lease. Noord will contact the Lessee during this term of notice to discuss the return of the Bike(s) and/or Container(s). The Bike(s) and/or Container(s) should be returned on the final day of the term of notice at the latest. The Lessee will cooperate fully to return the Bike(s) and/or Container(s) to Noord.
5. If the agreement is terminated based on 9)3 before the period as in Article 9(1) or 9(2) has ended, Noord is entitled to payment of the remaining lease terms over said period.
6. Amounts invoiced by Noord before termination will remain due and become claimable immediately.
7. A Bike can be returned by the Lessee free of charge at a Noord pick-up point. To retrieve a bike Noord charges a fee of €50
8. If the Bike was not returned by the Lessee on the last day of the termination period:
 - a. the cancellation is considered not to go into effect insofar as the Lessee continues to pay the fees in accordance with this agreement after this date. The agreement remains in full force.
 - b. the termination is considered effective if the Lessee pays no more fees in accordance with this agreement after this date and does not respond to the summons of Noord to return the Bike within 14 days, during which term the Lessee owes the full subscription fee for one month. If this term has passed without the Bike being returned, Noord is entitled to charge the Lessee for the full costs of the Bike, in accordance with Article 8(3) and (4). Article 8(6) also applies.

10. Termination

1. Article 9 has no bearing on any termination of the agreement by Noord on legal grounds.
2. In case of termination on legal grounds, the Lessee will return the Bike at the latest within two days of the termination date in accordance with Article 9(7). If the Bike was not returned by the Lessee within this term, what is determined in Article 9(8 sub a and b) applies accordingly, in which 'this date' means the termination date.
3. Amounts invoiced by Noord before termination will remain due and become claimable immediately. Amounts already received by Noord will not be returned. Noord is not liable for any damage to the Lessee due to termination based on this Article.

11. Privacy

1. Noord processes information about the use and/or maintenance of its Bikes and/or Containers as well as personal details of the Lessee and/or User for the purposes of this agreement and to inform the user and/or Lessee in accordance with privacy legislation.
2. The Lessee agrees that the Bike is equipped with GPS and that the related data will be used anonymously to optimise Noord's services. The location data will not be linked to any personal data unless based on an official request from investigation authorities under the authority of the Public Prosecutor (OM).

12. Ownership

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

13. Liability

1. Noord is never liable to compensate the Lessee for any damages other than damages payable in accordance with the legislation. Noord is not liable for damages incurred by the Lessee due to improper use of the Bike and/or battery or wilful recklessness by the Lessee as referred to in Article 7(7) of these conditions.
2. Noord is only liable for damages caused by a defect to the Bike if the defect was already present when the agreement was entered into, and Noord was or should have been aware of the defect, or if the defect was caused after the agreement was entered into but was nonetheless attributable to Noord. Noord is not liable for any personal damages that the Lessee can claim from their insurer or if the Lessee received another type of pay-out for them, unless Noord knew or should have known of the defect when entering into the agreement, or the defect was caused by the intent or gross negligence of Noord.
3. Noord is never liable for intangible losses or indirect damage, including consequential damage due to the (temporary) unavailability of the Bike, including a loss of turnover, income or profits, clients' losses, third-party claims, missed agreements or business opportunities, production losses, missed (anticipated) savings, damages due to company standstills, reduced goodwill or reputation, value depreciation of goods, and other consequential damage (including due to delays). This exclusion in liability does not apply insofar as the damage was caused as a result of intent or gross negligence by Noord. The Lessee indemnifies Noord for claims from third parties and will, in this context, remunerate any damages, including the full legal defence costs, incurred by Noord.
4. Should Noord be required to pay compensation, this will never exceed the amount of the damages covered by insurance, plus the deductible, or the amount excluding VAT which Noord had received from the Lessee based on this agreement in the calendar year in which the liability applies, insofar as the Lessee informed Noord in writing within 30 days of finding out about the liability (or could reasonably have done so), on penalty of the Lessee forfeiting their rights.
4. Noord uses subcontractors for the implementation of the agreement, such as a hosting provider. Noord is not liable for any shortcomings under the agreement if they are the result of shortcomings on the part of its suppliers.

14. Choice of law and authorised court

1. Dutch law applies to all relations between Noord and the Lessee.
2. Disputes between the parties about the agreement or about acts in connection with the agreement will only be submitted to the authorised court in the district of Amsterdam. This English language translation of the terms & conditions is provided as a service. In case of dispute, the original Dutch text always has precedence.

15. Changes

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