



general terms and conditions

the electric **Motorman**™

In these General Terms and Conditions, the following terms are defined as follows:

- cycle: all types of bicycle, motorized bicycle, moped, motorbike, scooter and motor scooter, with or without sidecar;
- the cycle to be procured: a cycle that is sold by the buyer to the seller for procurement purposes under the agreement;
- the agreement: the agreement of purchase and sale for a new or used cycle or parts and accessories belonging thereto;
- the seller, being Mylane B.V.: the party that pursuant to the agreement sells a new or used cycle or parts and accessories belonging thereto;
- the buyer: the party that pursuant to the agreement purchases a new or used cycle or parts and accessories belonging thereto;
- the order: the agreement for the performance of assembly, disassembly, repair or maintenance activities, inspections of a voluntary or legally mandatory nature, and damage assessments, each individually or collectively referred to as work activities;
- the mechanic: the party directly or indirectly carrying out the order relating to the cycle and/or parts and accessories;
- the client: the party instructing the mechanic to directly or indirectly perform the work activities;

- the warranty: the warranty extended by Mylane B.V. on the new cycles, parts and accessories.

SALE AND PURCHASE

Article 1 The offer

The seller's offer will be issued verbally, in writing or electronically, and is valid (where a term for acceptance is stipulated) during the term indicated. The buyer's acceptance of the offer is only valid if given within this term. Additionally, the buyer's acceptance of the offer in electronic form is only valid if confirmed by the seller. If no term for acceptance is stipulated, the offer remains valid for two business days, conditional on the cycle remaining unsold.

Article 2 The agreement

The agreement must always be set out either in writing or electronically. A copy of a written agreement must be provided to the buyer. The lack of a written or electronic agreement does not, however, make this agreement invalid.

Article 3 The content of the agreement

- The written or electronic agreement must, at a minimum, include:
- the description of the cycle and the cycle to be

procured, in each case with any and all accessories included;

- the price of the cycle at the moment of purchase and sale, indicating whether the price is a fixed or non-fixed agreed price;
- the price of the cycle to be procured (if any) at the moment of the delivery of that cycle;
- the presumed or explicitly defined date of delivery;
- a reference to the guarantee conditions by which the seller or a third party acts as guarantor (if possible, providing the guarantee conditions of this third party);
- the method of payment.

Article 4 Price changes/increases

- 1 Changes in taxes, duties and any such governmentally mandated levies will at all times be charged on in fixed and non-fixed agreed prices for new and used cycles.
- 2 Without prejudice to the provisions of article 5, paragraph 1, in addition to price changes referred to in the preceding paragraph, price changes as a result of changes in manufacturer and/or import prices and currency rates will also be charged on in non-fixed agreed prices of cycles. After being notified of this change, the buyer will be entitled to dissolve the agreement if the increase in the price stipulated by the seller takes place after the contracting of the agreement. Dissolution must be affected within 10 days after this notification.

Article 5 Exceeding the delivery period

- 1 In the event that the presumed delivery period of the cycle is exceeded, the buyer may notify the seller in writing of default. If within a term of three weeks the seller has still not delivered the cycle, the buyer is entitled to declare the agreement dissolved, with no judicial intervention being required. This dissolution should preferably be effected by registered letter. If the seller does deliver the sold object within the set term of three weeks, any price increase effected within this term will not be charged on.
- 2 If the seller's failure to meet the presumed delivery term is the result of attributable failure, the buyer may claim compensation of the damages suffered. In the event that a fixed agreed delivery term for the cycle is exceeded, the buyer is entitled to declare the agreement dissolved and/or to require compensation of the damages suffered, by letter, with no notice of default or judicial intervention being required.
- 3 If a delivery term is exceeded as a result of force majeure on the part of the seller, both the buyer and the seller are each entitled to dissolve the agreement. The entitlement to dissolve the agreement arises as soon as the agreed fixed term is exceeded. As soon as a presumed delivery term is exceeded, either party is entitled to dissolve the agreement three weeks after the notice of default referred to in paragraph 1, or at the moment that the seller gives

- notice that it will be unable to deliver within three weeks.
- 4 In all cases in which the seller can invoke a situation of force majeure that is permanent in nature, either party is authorized to dissolve the agreement with immediate effect.

Article 6 Cancellation

The buyer is authorized to cancel the purchase agreement. Such cancellation may only be affected in writing, within eight days after the contracting of this agreement, but not after delivery has taken place. Within 10 days after this cancellation, the buyer is obliged to compensate the seller for all damages it suffers as a result of the cancellation. These damages are defined as 15% of the purchase price of the cancelled cycle, excepting where the parties agree on a lower percentage upon contracting the agreement. If the buyer has not paid this compensation of damages after 10 days, the seller is entitled to inform the buyer in writing that it requires fulfilment of the contracted agreement. In that case, the buyer is no longer entitled to invoke cancellation of the agreement. The buyer's obligation to pay this compensation and damages is a debt within the definition of article 15 of these General Terms and Conditions, for which a moment of payment is explicitly agreed.

If the buyer is selling a cycle to the seller pursuant to the agreement of purchase and sale for a new or used cycle

(and/or for parts and accessories) by way of procurement, the entitlement to cancel the agreement expires if the buyer has delivered the cycle for procurement to the seller.

Article 7 Retention of title

The cycle delivered remains the property of the seller so long as the buyer has not fully met all obligations resting on him/her under the purchase agreement. As long as the ownership of the cycle has not been transferred to the buyer, the buyer is obliged to contract the legally prescribed insurance relating to the use of the cycle, as well as insurance against full or partial loss (all-risk insurance) of the cycle. The buyer is also obliged to carry out maintenance of the cycle delivered at his/her own expense. The seller will not be obliged to provide any indemnification of the buyer whatsoever for the buyer's liability as holder of the cycle. For his/her part, the buyer indemnifies the seller against claims that third parties may have against the seller in any possible connection with the retention of title stipulated.

Article 8 Risk in respect of the cycle

Until the moment of actual delivery, the seller bears the expense and risk for the cycle. Any cycle to be procured becomes property of the seller only after the seller has taken delivery of that cycle and the cycle is paid in full. This payment can be made by means of offsetting against the purchase price of the cycle acquired by the buyer. Until

that moment, the buyer bears the expense and risk for the cycle to be procured, and will bear all costs in regard to that cycle. This includes cost of maintenance and any damages resulting from any cause whatsoever, including damages as a result of the inability to produce the complete registration certificate.

REPAIR AND MAINTENANCE

Article 9 Price statement and term

Prior to or upon extending the order, the client may require a statement of the price of the work and the term within which the work will be performed. The order should preferably be documented in writing or electronically. The stated price and term are approximate, unless the client and the mechanic agree on a fixed price and/or term. If the cost of the repair of a cycle exceeds an amount of €20 and is also exceeded by over 20% or threatens to exceed the cost by over 20%, the mechanic must contact the client in order to discuss the additional costs. If the cost of repair of cycles other than bicycles exceeds an amount of €50, and also:

- for repair costs between €50 and €150, exceeds the price approximation given by over 20% or threatens to exceed the approximation by over 20%
- for repair costs of €150 and up, exceeds the price approximation given by over 10% or threatens to exceed the price approximation given by over 10%, the mechanic

must contact the client in order to discuss the additional costs.

The client is authorized to terminate the agreement, in observance of a notice period of two weeks, and under obligation to compensate the mechanic for work already performed.

In the event that the approximate term given is exceeded or threatens to be exceeded, the mechanic must immediately inform the client thereof, stating the new delivery date. In the event that a fixed term is exceeded, the client is entitled to reasonable compensation, excepting in the event of force majeure on the part of the mechanic.

Article 10 The invoice

An itemized invoice of the work performed will be provided.

Article 11 Possessory lien

The mechanic may exert a possessory lien on the cycle, if and as long as:

- the client has not paid the cost of the work activities performed on the cycle, or has not paid them in full;
- the client has not paid the cost of previous work activities performed by the mechanic on the same cycle, or has not paid them in full;
- The client has not paid other claims under the contractual relationship with the mechanic/seller, or has

not paid them in full. The mechanic cannot exercise the possessory lien if the client has furnished sufficient or additional alternative security.

WARRANTY

Article 12 Warranty

The warranties stated in this article and in articles 13 and 14 are without prejudice to the statutory rights (including the right, pursuant to Book 7 of the Dutch Civil Code, to expect the goods to be in compliance with the agreement upon delivery) of a buyer/client not acting as such in the practice of a profession or business. In the event of a company visit in connection with the warranty referred to in this article and in articles 13 and 14, the seller will ensure that suitable transportation offerings are extended to the buyer in an appropriate manner.

Article 13 Warranty on cycles

New cycles and new parts are only covered by the warranty extended by Mylane B.V. and the statutory rights as identified in article 12.

Article 14 Repair and maintenance warranty

1 The mechanic warrants, within the European Economic Area, proper performance of the orders accepted or outsourced by the mechanic in regard to all bicycles,

mopeds, scooters and motorized cycles and the materials used thereby for a period of three months, and for all motorbikes and the materials used thereby for a period of six months, in both cases to be counted from the moment that the cycle has been returned to the possession of the client. The warranty comprises the correct performance, within a reasonable term and without undue nuisance, of the non-performed or not properly performed order. The warranty does not cover, firstly, wear and tear (including, but not limited to, tires, gears, etc.), and secondly, defects due to improper maintenance, such as maintenance not in accordance with manufacturer specifications. If the work yet to be performed by the mechanic is no longer possible or meaningful, the client is entitled to reasonable damages.

- 2 No warranty is extended on emergency repairs at the client's request.
- 3 The warranty claims expire if:
 - a the client does not notify the mechanic of the defects as quickly as possible after ascertaining them;
 - b the mechanic is not provided the opportunity to remedy the defect;
 - c third parties have, without the prior knowledge or permission of the mechanic, performed work activities relating to the work activities performed by the mechanic and which are the object of the warranty claim. The warranty does, however, apply if

the necessity for immediate repair arose elsewhere and can be demonstrated by the client based on the information provided by the other mechanic and/or on the basis of the broken parts. The provisions under (b) and (c) as set out above do not apply if repair abroad is necessary. In that case, the costs of the repair will be compensated based on a maximum of the price level as applicable in the mechanic's business. This compensation will not under any circumstances exceed the costs actually incurred.

GENERAL CLAUSES

Article 15 Payment

- 1 The debts of the buyer/client to the seller/mechanic will be qualified as debts payable at the address of the creditor.
- 2 Unless explicitly agreed otherwise in writing, payment must be in cash upon delivery of goods or immediately after the performance of services.
- 3 If, despite this obligation, the debt is not paid in cash and no other moment of payment is explicitly agreed, or if another moment of payment is explicitly agreed and payment is not made at the agreed moment, then the seller/mechanic is authorized to charge statutory interest on the amount owed, calculated from one month after the agreed moment of payment (in cash). For the

purposes of this calculation, the remainder of the month as from the moment at which payment should have been made is qualified as a full month. This increase of the amount owed is qualified as a condition under which we grant deferral of payment, without this entailing that the obligation to make payment in cash/payment at the agreed time is cancelled.

- 4 If after receiving notice of demand for payment, the buyer/client remains in default of payment of the amount owed, the seller/mechanic is authorized to add collection costs to the amount. These collection costs comprise both the legal and extrajudicial costs. Extrajudicial costs are all costs that are charged to the seller/mechanic by attorneys, legal representatives, court bailiffs and all other parties rendering professional services for the collection of the amount owed. The extrajudicial costs are set at 15% of the amount owed, excepting where the buyer is able to plausibly demonstrate that the damages suffered by the seller are less than that amount.
- 5 If after the work charged to the seller/mechanic is performed and the client is notified thereof, the client does not collect the object in question within two weeks after this notification, the mechanic is authorized to charge garaging costs/storage costs at the rate applicable in the business/the locally applicable rate.
- 6 Replaced materials or items will only be provided to the client if explicitly requested at the time of placing the



repair order. If not, these materials become our property, without entitling the client to any claim for compensation in respect thereof.

Article 16 Processing personal data

The personal data of the buyer/client stated on this agreement will be processed by the seller/mechanic, within the definition of the Personal Data Protection Act. Based on this processing, the seller/mechanic can perform the agreement, fulfil the warranty obligations towards the buyer/client, and provide the buyer/client with optimal service, product information, and personalized offers. Any objections by the buyer/client to processing for the purposes of direct mailing lodged with the seller/mechanic will be honoured.

warrant provisions

the electric Motorman™



Article 1 Warranty

- 1.1 Mylane B.V. extends a warranty against defects in material and construction for the period of two year after the date of purchase.
- 1.2 No warranty is provided for defects resulting from normal wear-and-tear, such as tires, brakes, etc.
- 1.3 The warranty can only be invoked by the buyer as listed on the original invoice of Mylane B.V.
- 1.4 The warranty expires in accordance with the provisions of article 2.

Article 2 Warranty exclusions

- 2.1 The warranty expires in the following situations:
Incorrect and/or reckless use;
 - Insufficient or incompetent maintenance;
 - Repairs not performed in a professional manner;
 - Parts installed post-purchase that are not in accordance with technical specifications or which are installed incorrectly;
 - Constructional alterations;
 - The defect is not reported immediately after being discovered or after it reasonably could have been discovered.

Article 3 Warranty - parts

- 3.1 During the warranty period, all parts covered by the warranty (see articles 1 and 2) will be either repaired or replaced, at Mylane B.V.'s discretion.
- 3.2 Cost of transportation from and to Mylane B.V. will be borne by the buyer.
- 3.3 If the original part is no longer available, Mylane B.V. will arrange for an alternative that is equivalent or better.