

1. General rental conditions RentTourBuy
2. Addendum E-vehicles.
3. participate to a tour or event, organised by RentTourBuy

DEFINITIONS

In these terms and conditions, the following definitions apply:

bicycle: a two- or multi-wheeled vehicle that is powered by muscle power via pedals and that has a maximum speed of 25 km/h, including the accessory(s) that are rented;

tenant: the natural or legal person who enters into the lease as a tenant;

lessor: the natural person or legal entity who enters into the lease as a lessor;

consumer: the tenant who is a natural person and who has concluded the rental agreement for purposes that fall outside his business or professional activity;

damage of the lessor: the financial loss suffered by the lessor as a result of: damage (including abnormal wear) or loss of the bicycle, or of accessories (such as a key), or of bicycle parts. This damage includes the costs of replacing (accessories and parts of) the bicycle and loss of rental income;

rider: the actual driver of the bicycle;

in writing: in writing or electronically.

1. General rental conditions

Article 1 – Applicability

These general terms and conditions apply to bicycle rental agreements between lessor and lessee.

Article 2 - The offer

1. The tenant may choose whether the landlord makes an offer in writing or verbally.

An offer may be revoked if the offer is dependent on the availability of a bicycle. Otherwise, the offer cannot be revoked for 7 days*. The offer can be accepted immediately after release.

The offer contains a complete and accurate description of:

- the bicycle;
- the rental period;
- the rent;
- the possible additional costs;
- the amount of the deductible, whether this deductible can be surrendered or not
- any deposit or other way of providing security. This deposit amounts to a maximum of € 50 and can be paid in cash or in another way;
- the fact that acceptance of the offer is not without obligation.

The offer contains the opening hours of the company and the telephone number where the company can be reached.

The offer states the method of payment and the method of providing security.

These general terms and conditions are included in the offer in abbreviated form. If it is not possible to include these with the offer, the general terms and conditions will in principle be given when the agreement is concluded and are available on the website and in the store. They will follow later with a rental appointment made by telephone. In case of a rental agreement made by letter, email or online, the general terms and conditions are immediately sent.

Article 3 - The agreement

1. The agreement is concluded by acceptance of the offer. A verbal agreement should be confirmed in writing by the landlord, but if this is not done, the agreement will stand.

2. The rental agreement applies for the period and the rate as stated on the rental agreement or as agreed in another way. The rental agreement states the day and time on which the rental period begins and ends.

Article 4 – Dissolution (cooling off period)

Tenants have a right of cancellation during 7 days after the tenancy agreement has been concluded.

This does not apply if the lease was concluded in direct contact between the landlord and tenant within a sales area, for example at the rental desk. It also does not apply if the lease has already been carried out with the consent of the consumer during the reflection period and the consumer has agreed to the fact that there is no right of withdrawal. If the rent has been partially performed during

the cooling-off period with the consumer's consent, the consumer will pay for the service pro rata in the event of dissolution during the cooling-off period.

4.1 If a request to rent is made by telephone or by e-mail within 7 weekdays before the start of the rental period, the following written or verbal cancellation applies:

Cancellation costs are free of charge up to 48 hours before the rental period.

72 hours applies to electrical appliances.

After this applies:

72-48 hours: 50% of the total agreed amount.

Within 48 hours (or 72 hours) before the rental period: 100% of the total agreed amount.

If part of the agreement is cancelled, the above applies to the part of the pre-agreed numbers of bicycles and/or other materials that has not been purchased.

NB an agreement is concluded as soon as the tenant agrees to the rental agreements in writing or by telephone and has been able to take note of these general terms and conditions.

Article 5 - The price and price changes

1. The rent and any additional costs are agreed in advance. This also applies to the possible possibility to change the price in the meantime. The rent will be clearly stated on the rental agreement. If within three months after the conclusion of the agreement, a price change occurs, this will not affect the agreed price.

The consumer may dissolve the agreement if the price increases after three months after the conclusion of the agreement, but before the rental period has started.

The second paragraph does not apply to price changes arising from the law, such as an increase due to VAT.

Only costs that have been agreed upon can be charged to the tenant. However, the tenant must pay compensation to the landlord if there is a reason for this.

Article 6 - The rental period and the exceeding of the rental period

1. The renter must return the bicycle at the latest on the day and time on which the rental period ends. The address is on the rental agreement. If another address has been agreed, the bicycle must be delivered there on time. The lessor must receive the bicycle during opening hours. The renter may only return the bicycle outside opening hours or at a different address with the permission of the lessor.

If the bicycle is not returned as agreed after the end of the (possibly extended) rental period, the lessor can immediately take the bicycle back. The tenant's contractual obligations remain in place until the bicycle is returned to the lessor.

If the renter does not return the bicycle on time, the lessor may charge the renter 20% of the daily rental price for each hour that the bicycle is returned late. After exceeding five hours, per day up to 1 1/2 times the daily rent will be charged. In addition, the landlord can request compensation for damage, both for damage that exists and for damage that will follow.

If it is and remains impossible to return the bicycle, no higher rental price will be charged. The increase in the rent does not apply if the tenant demonstrates that the exceeding of the rental period is the result of force majeure.

Article 7 – Payment

1. If the rental period starts within three months after the conclusion of the agreement, the landlord can request advance payment of up to 50% of the rent. At the start of the lease, the landlord can request payment of a deposit.

2. As soon as the bicycle has been returned, the lessor will refund the deposit. The landlord can then settle the outstanding costs. In case of damage by the landlord, this will also be deducted from the deposit. This repayment will take place as soon as it is clear what amount is left. Repayment will certainly take place within two months.

3. If another person has caused damage to the lessor and the lessor has received full compensation for this from this third party, the deposit will be refunded within 14 days after the recovery of the damage. The lessor will make every effort to recover damage caused by third parties as soon as possible. The landlord will keep the tenant informed of his efforts.

4. Unless otherwise agreed, the rent must be paid immediately prior to the rental period. Other amounts must be paid within ten days of receipt of the invoice. The tenant must pay the amount due before the expiry of the payment date. If he does not do this, the lessor will send a payment reminder free of charge after the expiry of that date and will give the lessee the opportunity within fourteen days of

receipt of this payment reminder to still pay the outstanding amount. If after it
After the payment reminder has still not been paid, the lessor is entitled to charge interest from the moment of default. This interest is equal to the statutory interest. Judicial and extrajudicial costs incurred by a party to enforce payment of a debt may be charged to the other party. The amount of these costs is subject to (legal) limits. This can be deviated from in favour of the tenant.

Article 8 - Tenant's obligations

1. The renter must handle the rented bicycle properly and ensure that he uses the bicycle as that is intended. He must, for example, handle the charger properly and charge it regularly. It is prohibited to use the bicycle on a circuit, or on a terrain for which the bicycle is not suitable. The bicycle must always be locked with the locks provided, as much as possible to a fixed object.
2. The renter must return the bicycle in the same condition as he received the bicycle. That means for example, that the renter must undo any changes to the bicycle. The renter is not entitled to compensation if he has made improvements to the bicycle that must be removed.
3. The renter must carefully secure the luggage on the bicycle. No adults are allowed on the back,
4. Children in a child seat.
5. The renter must ensure that no one uses the bicycle who is unable to do so due to a physical or mental disability.
6. The renter may not rent out the bicycle.
7. The renter is not allowed to cycle to other countries.
8. If the bicycle is broken, Article 10 paragraph 1 applies and the renter may not continue cycling if this makes the defect worse.
9. The renter is obliged to point out the rental rules to the people he lets use the bicycle and to ensure that they also adhere to them.
10. The renter must handle the keys of the bicycle properly.
11. the battery of the e-bike is removed if the renter locks the bicycle and the bicycle is not directly in sight.

Article 9 - Instructions for the tenant

1. If the bicycle is visibly broken, the bicycle has been damaged or the bicycle is missing, the renter must follow these instructions:
 - the tenant informs the landlord about this;
 - the tenant does what the landlord asks him to do;
 - the tenant provides the landlord or his insurer with all information and relevant documents on his own initiative or in response to a request;
 - the renter leaves the bicycle in such a way that it is properly protected against damage or loss;
 - the landlord may want to request compensation from someone else. It is also possible that a third person believes that the landlord should pay him compensation and that the landlord wishes to oppose this. In such cases, the tenant must cooperate.
2. If the bicycle is missing and or stolen, the renter is obliged to report it to the local police a.s.a.p. The tenant receives an extra large lock in addition to the normal lock to prevent the bike, or other vehicle from steeling. Tenant must present all the keys to the landlord after theft.
The renter of the 2-wheeler is primarily responsible for theft

Article 10 - Landlord's obligations

1. The moment the lessor gives an (electric) bicycle to the lessee, it has the agreed accessories and specifications and also the equipment that is mandatory in the Netherlands. The bicycle will also be clean, well maintained and (as far as the lessor is aware) in good technical condition. With an electric bicycle, the battery is fully charged.
The renter will receive an upgrade free of charge if no bicycle can be provided from the agreed category. Such an upgrade will not work if the agreed bicycle is already in the highest category. The tenancy agreement contains telephone numbers where the tenant can report during and outside opening hours.
Adequate breakdown assistance in any case means that replacement, as much as possible equivalent, transport is offered by the lessor if a defect in the bicycle has to be repaired. The bicycle will be repaired immediately, unless this is not reasonably possible. If the breakdown is the result of your own fault, the costs of the assistance will not be reimbursed by the lessor. Roadside assistance is provided within the period that the shop is open. After opening hours, the tenant will contact the landlord by e-mail or telephone and follow the instructions regarding the broken means of transport. The lessor inspects the bicycle immediately upon return by the lessee for any damage.

This applies both when returning the bicycle to your own branch and when returning the bicycle to another branch of the same store.

Article 11 - Liability of the tenant for damage

1. The tenant is liable for damage and/or loss. The paid deposit amount will be retained for this (damage).

If the damage results from something that the tenant has or has not done in violation of Article 9, the tenant must in principle fully compensate the landlord for the damage.

The renter remains liable for damage to the rented item that arises up to the time when the lessor has actually inspected the bicycle or had it inspected. The lessor will inspect the bicycle at the first opportunity and will inform the lessee immediately if damage is discovered.

If the renter takes another person on the bicycle as a passenger or if the renter lets another person use the bicycle, then the renter is liable for what these persons do or do not do in accordance with article 12 paragraphs 1 and 2 of these general terms and conditions.

Article 12 - Defects in the bicycle and liability of the lessor

1. When the tenant asks the landlord to remedy defects, the landlord must in principle do this. This is not necessary if a defect really cannot be remedied. It is also not necessary if the tenant cannot reasonably ask the landlord to do so, in view of the money that the landlord would have to spend for this. If the tenant is liable to the lessor for the defect or for the consequences of the defect, the lessor does not have to remedy the defects, even if the tenant has requested this.

If someone who has suffered personal damage has been able to recover this damage from their non-life insurer or if such a person has received another payment for this, the landlord is not liable for this personal damage.

However, that which is stated in Article 13 paragraph 2 does not apply if there is personal damage, while the lessor knew or should have known about the defects when making the rental agreement, or while defects have arisen through intent or gross negligence on the part of the lessor. .

The stated range of an electric bicycle is no more than an estimate.

Article 13 - Damage and repairs

Repairs to the bicycle are at the expense of the lessor, unless the repair is the result of careless use of the bicycle.

The renter may only repair the bicycle after the lessor has given permission. The lessor gives this permission if this is reasonably necessary, in view of the defect itself and the other circumstances. If the bicycle is damaged during the rental period, the renter must return the damaged bicycle to the location where it was rented. When reporting the damage, the parties can agree that this will be done at a different location.

The renter must report damage to the bicycle to the lessor as soon as reasonably possible.

If the lessor does not repair the rented bicycle in time, while the lessor should do so, the lessee may do the repair himself or have it done and may request reimbursement of his reasonable costs.

The renter is not obliged to compensate damage caused by a defect in the bicycle in the following situations:

- the defect was already present when the lease was entered into and the landlord was aware of this or should have known about the defects;
- the defect was already there at the time, but the lessor informed the lessee at the time of the appointment that the bicycle did not have the defect;
- the defect arose after entering into the lease, but is attributable to the lessor.

Article 14 - Termination of the rent

1. The lessor can terminate the rental agreement and take back the bicycle if: - the lessee does not, not timely or not fully fulfil one or more of his obligations during the rental period, unless this is not serious enough for a dissolution;

- the tenant dies, is placed under guardianship, applies for a suspension of payments, is declared bankrupt or is subject to the Natural Persons Debt Rescheduling Act;

- the lessor is aware of the existence of circumstances that are of such a nature that if he had been aware of this, he would not have entered into the lease (in this way) with the lessee. In that case, the lessor can continue to request compensation for costs, damage and interest.

The renter will fully cooperate with the lessor to return the bicycle.

The lessor is not liable for damage suffered by the lessee as a result of dissolution.

Article 15 - Complaints and Mediation Scheme

1. Complaints about the implementation of the agreement must be submitted fully and clearly described to the lessor, in time after the lessee has discovered that in his opinion something has gone wrong. If the tenant is late, he may lose his rights.

Article 16 - Dispute resolution

1. Disputes between the tenant acting for purposes that fall outside his business or professional activities and the landlord about the conclusion or implementation of agreements with regard to services and goods to be delivered or delivered by the landlord, can, with due observance of the provisions below, be settled by both the lessee as lessor will be submitted to the Vehicle Rental Disputes Committee. Address: De Geschillencommissie, PO Box 90600, 2509 LP in The Hague (visiting address: Borderwijklaan 46, 2591 XR in The Hague).

2. A dispute will only be handled by the Disputes Committee if the tenant has first submitted his complaint to the landlord in good time. A dispute arises if the tenant's complaint has not been resolved satisfactorily by the landlord and/or through the mediation attempt of BOVAG Mediation.

3. If the complaint does not lead to a solution, the dispute must be submitted to the landlord in writing or in another form to be determined by the Disputes Committee no later than 12 months after the date on which the tenant submitted the complaint to the landlord. There is a dispute after the complaint handling by the lessor and/or through the mediation attempt of BOVAG Bemiddeling has not been resolved.

4. If the tenant submits a dispute to the Disputes Committee, the landlord is bound by this choice. If the landlord wishes to submit a dispute to the Disputes Committee, he must ask the tenant to state whether he agrees to this within five weeks. In doing so, the lessor must announce that he will consider himself free to bring the dispute before the court after the expiry of the aforementioned term.

5. The Disputes Committee makes a decision with due observance of the provisions of the regulations applicable to it. The decisions of the Disputes Committee are made pursuant to those regulations by way of binding advice. The regulations will be sent on request.

A fee is payable for the handling of a dispute.

6. Only the court or the Disputes Committee mentioned above is authorized to take cognizance of disputes.

Article 17 - Processing of personal data of the renter and the driver

The personal data stated on the contract are processed by the lessor as the responsible party within the meaning of the Personal Data Protection Act in a personal registration.

Based on this processing, the lessor can implement these terms and conditions, execute the agreement, provide the tenant or driver with optimal service and current product information, and make personalized offers to the renter or driver.

The tenant and driver can request inspection and correction with regard to the processed personal data and can lodge an objection. If it concerns direct mailing, such a protest will always be honoured.

Article 18 - Applicable law.

Dutch law applies to this agreement.

2. Addendum E-vehicles.

Rental conditions RentTourBuy for single rental without guidance

E-Step / E- Kickbike / E-Chopper / E-Bike / Ninebot / Hoverboard / Segway

The Segway / E-Step / E- Kickbike / E-Chopper / E-Bike / Ninebot / hoverboard are not allowed on sand, beach or in water. Please don't jump on the Fatmax

Article 1

RentTourBuy is not liable for any damage whatsoever incurred during the Segway / E-Step / E-Kickbike / E-Chopper/E-bike/Ninebot/hoverboard activity and/or Segway / E-Step / E-Kickbike / E-Chopper /E-bike/Niebot/hoverboard* ride to participant, third parties and/or goods

* hereinafter referred to as electrical rental object.

Article 2

The tenant is liable for all obligations arising from this agreement.

Article 3

Payment must be made before delivery of the electrical rental object to be rented, unless otherwise agreed.

Article 4

The electric rental object may only enter the public road under the conditions set by RentTourBuy. Under no circumstances is the device allowed on surfaces other than paved roads. You are not allowed to drive any of the vehicles on sand and or in the water or along the high tide line.

Article 5

The electrical rental object is insured for legal liability (no full coverage). This means that all damage, loss and/or theft to and from the electrical rental object during the rental period is for the account of the tenant. This also concerns damage to and loss of the (digital) key. In the event of a total loss declaration and theft of the rented rental object, the tenant is liable for the current value of the electrical rental object.

The renter of the 2-wheeler is primarily responsible for theft

Article 6

The transfer of responsibility takes place after signing this document.

When RentTourBuy arranges the transport of the rented electric rental objects, the transfer of responsibility takes place when the electric rental objects are unloaded / loaded and the keys are handed over to the renter upon issuance.

Article 7

RentTourBuy is not liable for damages made to third parties during the rental period, with the exception of damages that fall under the third-party liability coverage of the electrical rental object. If these third-party claims are not accepted by the insurance company, the renter is liable.

Article 8

If an incident has occurred that may have caused damage, whether or not directly visible on the outside of the electric rental object, and in particular when the electric rental object has come into contact with water, this must be reported to RentTourBuy immediately.

Article 9

Every driver of the electric rental object must have undergone / received a short driving skills training or explanation of the rented device. The landlord is responsible for this.

Article 10

Every driver of the electric rental object must sign this document, which clearly states that the participant participates in the electric rental object activity at his own risk.

Article 11

Participation in an activity with Segway / E-Kickbike / E-scooter is allowed under the following conditions:

Segway: minimum 45 kg, maximum weight 115 kg, 16 years and older for tours and 18 years and older for independent rent without supervision. A minimum age of 8 applies for a tour of the park. You ride the Segway **alone**.

E-Bike: you ride the E-bike **alone**, max 110 kg, no child seats.

E-Chopper: in possession of a moped driver's license, 16 years and older. You ride the E-chopper **alone**. A child with a maximum weight of 20 kg is allowed with the adult.

E-Step minimum age 12 years. Not allowed on public roads. If this happens, this is for your own risk. You ride the E-step **alone**.

E-Kickbike minimum age 16 years, max. 110 kg. You ride the E-Kickbike **alone**.

Ninebot from 8 years. Minimum weight 25 kg.

Electric step for kids: min. age: 6 years. Max weight 40 kg. No adults allowed.

There is also alcohol and/or drug-free driving and the rider is not pregnant.*

Article 12

The tenant must comply with the traffic regulations and local regulations. Any traffic fine(s) are for the account of the tenant.

Article 13

In the event of an early return of the rented electrical property, the full rent will continue to apply.

Article 14

When the lessor hands over the electrical rental object, the rental object is inspected by the tenant. You sign for the condition of the vehicle at that time.

Article 15

the battery of the e-bike is removed if the renter locks the bicycle and the bicycle is not directly in sight

Participate in a tour / event organized by Renttourbuy.

All conditions mentioned in the articles above mentioned apply.

The following conditions apply to cancellations of participation in a tour or event organized by Renttourbuy:

- Cancellation of the entire tour or event up to 7 days before the start of the event / tour
- Cancellation of a single participant in the tour / event is possible up to a maximum of 5 days before the start of the tour / event with a maximum of 25% of the number of participants
- Multiplication by a single participant in the tour / event is possible up to a maximum of 5 days before the start of the tour / event with a maximum of 25% of the number of participants
- in case of bad weather, it is possible to move the tour / event in day / hour.