

VANMOOF

# Terms & Conditions

Get up to speed with all of VanMoof's Terms and Conditions. From warranty terms and everything connected to buying and riding VanMoof bikes.

Valid from 6 August 2024

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## 1. Definitions

1

In these VanMoof General Terms and Conditions of Sale (hereinafter: the "Terms and Conditions"), the following definitions shall apply:

1. **Agreement:** any written agreement entered into between Consumer and VanMoof for the purchase of a Product, as reflected by the Order Confirmation.
2. **App:** the VanMoof mobile application, to which Consumer has access by creating a personal account.
3. **Ride Pro:** the paid version of VanMoof's mobile application, which grants the Consumer access to additional functionality and/or services, as specified in the APP.
4. **Consumer / you:** the consumer that enters into (or is in negotiations with VanMoof to enter into) an Agreement with VanMoof for the purchase of a Product.
5. **Features:** additional (digital) features of the Product that are integrated into (or can be integrated into) the Product by VanMoof and therefore form an integral part of the Product, such as GPS tracking software and/or services and rider recognition.
6. **Help Center:** the online portal that allows Consumers to contact VanMoof, available through the VanMoof website ([help.vanmoof.com](https://help.vanmoof.com)) and the App.
7. **Order Confirmation:** the written confirmation by VanMoof of a Purchase Order.
8. **Outlet products:** refurbished, used products sold by VanMoof through the Webshop.
9. **Parties:** Consumer and VanMoof together.
10. **Parts:** spare parts of the Product.
11. **Party:** Consumer or VanMoof separately.

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13. **Privacy Policy:** VanMoof's privacy statement that is available through <https://www.vanmoof.com/en-NL/privacy> and the App.
14. **Product:** (electronic) micro mobility vehicle, including accessories and Features, as sold by VanMoof through the Webshop.
15. **Purchase Order:** an order placed by Customer for the purchase of a Product through the Webshop.
16. **Return Policy:** VanMoof's return policy as included in Annex 2 to these Terms and Conditions, which is also available through the App and the Webshop.
17. **Services:** maintenance and repair services for the Product.
18. **Service Areas:** regions, as indicated through the App and the Webshop, in which VanMoof offers delivery of the Product and in which Services are provided to Consumers through VPs.
19. **User Manual:** the manual for the use of a Product that VanMoof provides Consumer with.
20. **VanMoof:** the private company with limited liability MA Micro Netherlands B.V., incorporated and registered in the Netherlands in the Chamber of Commerce under company number 91990866, whose registered office is at Nieuwe Looiersdwarsstraat 9 in (1017 TZ) Amsterdam, and all companies it is affiliated with in a group as referred to in Section 2:24b of the Dutch Civil Code ("DCC") or in which it has a participating interest as referred to in Section 2:24 DCC.
21. **VanMoof Partner (VP):** a partner of VanMoof that sells Products and/or Parts to Consumers and/or provides Services to Consumers. A register of the VP's per region is provided to Consumer through the App and the Webshop.
22. **Warranty Policy:** VanMoof's New Vehicle Limited Warranty as included in Annex 1 to these Terms and Conditions, which is also available through the App and the Webshop.
23. **Warranty Region:** the country where the vehicle was initially delivered to Consumer by VanMoof or a VP.
24. **Webshop:** the online shop on the website of VanMoof that is available through [vanmoof.com](https://www.vanmoof.com)

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## 2. Applicability

1

These Terms and Conditions apply to all Agreements and all legal acts relating to the formation thereof.

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VanMoof may unilaterally change these Terms and Conditions if this is required for an update of these Terms and Conditions (for example to increase the clarity of these Terms and Conditions) or if this is required by changed circumstances (for example, if VanMoof changes or expands its business). VanMoof will notify Consumer of a unilateral change of these Terms and Conditions, stating its reasons for the change. Consumer is entitled to terminate (in Dutch: opzeggen) the Agreement upon this notification. The most recent version of the Terms and Conditions will always be available for Consumer through the App and the Webshop. The amendments will take effect 14 calendar days after the date on which Consumer was notified of the amended Terms and Conditions.

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3

In case of any inconsistency between these Terms and Conditions and the Agreement, the Agreement will prevail.

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## 3. Offers, orders and agreements

1

A quotation or (price) offer shall not be binding on VanMoof and shall qualify only as an invitation to Customer to place a Purchase Order.

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2

Consumer will order Products with VanMoof through the Webshop. Consumer shall order from the Products as these are available through the Webshop. VanMoof has the right to change the (specifications of the) Products and Parts at its own discretion. This right includes the right to market new versions of the Products and to remove certain Products from the series of Products.

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An Agreement shall come into existence and shall only be legally binding if and to the extent that VanMoof has confirmed the Purchase Order to Consumer in an Order Confirmation. The Agreement shall also be deemed to exist and shall become legally binding if, and to the extent that, VanMoof has started the performance of the Agreement.

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4

VanMoof is entitled to refuse (a part of) a Purchase Order. If VanMoof has already sent an Order Confirmation, VanMoof is entitled to cancel (a part of) the Agreement prior to delivery, giving its reasons for such cancellation (such as shortages in stock and force majeure). In that event, Consumer shall be entitled to a refund for the payments already made (if any) for the refused or canceled (part of the) Purchase Order or Agreement.

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## 4. Products and features

1

Information on the Product will be provided by VanMoof to Consumer through the Webshop and the App. VanMoof shall observe due care in informing the Consumer of the figures, measurements, weights and other specifications of the Product, but cannot warrant that these shall be free of deviations. Specifications or samples demonstrated in the Webshop and/or the App shall serve as indications only.

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2

If the Consumer requires additional information in order to conclude the Agreement or for the proper and safe use of the Product, it will request this information from VanMoof.

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account in order to have access to the App. It is Consumer's responsibility to make sure that he has access to a mobile device and to the App.

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4

Whenever there is a necessary (security) update for the Product or the App, VanMoof will make this update available to Consumer. Insofar as updates are not carried out automatically and VanMoof requires Consumer to install these updates instead, it is Consumer's responsibility to carry out these updates. When Consumer has not carried out an update made available to him within a month, VanMoof cannot warrant that the Product will remain in conformity with the Agreement and will therefore not be liable for any non-conformity of the Product or other damage that arises from the update not being carried out.

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5

Consumers who have bought a Product (from certain models onwards) from VanMoof can also buy the Theft Proof Service or a subscription to Ride Pro from VanMoof through the Webshop. Consumers can buy the Theft Proof Service upon buying the product or after they have bought a Product. Consumers can purchase Ride Pro at any time subject to the applicable terms and conditions, provided they own a Product suitable for Ride Pro. The purchase and use of the Theft Proof Service are subject to the terms and conditions of the Theft Proof Service. These are included in Annex 3 to these General Terms and Conditions and are also available through the App and the Webshop. The conclusion of a subscription and the use of Ride Pro are subject to the General Terms and Conditions for Ride Pro. These are included in Annex 4 to these General Terms and Conditions and are also available through the App.

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## 5. Price and payment

## VANMOOF

1

The prices to be paid by Consumer to VanMoof for Products are included in the Agreement. These are the prices that are indicated in the Webshop at the time of the Purchase Order.

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2

VanMoof's prices are in Euros, unless expressly stated otherwise. Insofar as prices are stated in other currency, then such statement of price is deemed to be based on the EUR equivalent of such price at the date that the price statement was made.

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3

The prices for the Products do not include (non-exhaustive) costs for packaging, transport, delivery and insurance during transport. For each Purchase Order, such additional costs will be indicated in the Webshop and summarized in the Agreement.

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4

Any and all expenses, costs, taxes and charges incurred by Consumer in the performance of its obligations under the Agreement shall be paid by Consumer, unless VanMoof has agreed in advance (in writing) to pay such expenses.

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5

VanMoof is entitled at all times to change the prices of the Products.

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6



## Purchase Order.

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7

All Parts or Products supplied by VanMoof shall remain the property of VanMoof until such time as the Consumer has fulfilled all its payment obligations, including claims for failure to perform.

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8

Payment obligations include the payment of the purchase price of the Parts and Products, plus any claims related to the performance of work related to the delivery and claims for damages.

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9

The retention of title in this clause serves as security for the full payment of all that VanMoof has to claim from the Consumer, for whatever reason.

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## 6. Delivery and risk

1

Delivery of the Product, including the User Manual and the other accessories and instructions, by VanMoof to the Consumer will be made at the address of delivery that is indicated in the Agreement. VanMoof only offers delivery of the Product within Service Areas

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2

## VANMOOF

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3

VanMoof is entitled to make partial deliveries, which may also be invoiced separately.

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4

If Consumer has paid for a Product in advance, the ownership thereof will transfer to Consumer after the delivery. If Consumer has not paid for the Product in advance and if the Product is located in the Netherlands, the ownership of the Product will transfer to Consumer after the delivery and after Consumer has paid all outstanding amounts and all claims VanMoof has against Consumer. If Consumer has not paid for the Product in advance and if the Product is located outside of the Netherlands, the ownership of the Product will only transfer to Consumer after the delivery and after Consumer has paid all outstanding amounts under the Agreement.

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## 7. Returns-Right to withdrawal

1

Under the conditions as outlined in Annex 2, the Consumer shall have a period of 14 calendar days to withdraw from the Agreement without giving any reason. VanMoof will handle returns of a Product by Consumer in accordance with its Return Policy (Annex 2).

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2

In the event of a product recall, Consumer will fully cooperate in safely returning the Product to VanMoof and follow VanMoof's instructions in this respect.

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## 8. Warranty



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1

In accordance with article 7:17, paragraph 1 DCC, VanMoof warrants that the Product will be in conformity with the Agreement.

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2

VanMoof will handle warranty claims by Consumer in accordance with its Warranty Policy (Annex 1).

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3

In the event Consumer (for whatever reason) has a right to a partial refund of the Product – for example, if a product is not in conformity with the Agreement and repair or replacement of that Product, whether or not under the Warranty Policy, are not possible (anymore) – VanMoof will apply guidelines to calculate this partial refund, taking into account the age, mileage and condition of the Product.

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4

The Parties may in individual cases deviate from these guidelines and calculate the partial refund differently, for example if their application is not suited for the situation at hand or if their application would have unreasonable consequences.

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## 9. Indemnification

1

If Consumer breaches his obligations under the Agreement, Consumer will indemnify VanMoof, its personnel its affiliates, assigns, successors, clients, officers, directors,



## VANMOOF

1

VanMoof shall in any event not be in breach of the Agreement if its failure to perform (or the delay of its performance) is due to Force Majeure.

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2

For the purpose of these Terms & Conditions, Force Majeure shall have the meaning as set out in article 6:75 DCC and can include, inter alia (non-exhaustive): the shortage of materials, unforeseen price increases or any unforeseen change of financial circumstances, transport impediments, non-performance by suppliers or subcontractors of VanMoof, inability to obtain the required licenses or consents, work strikes and lack of personnel, war, extreme weather conditions, cybercrime, hacks, pandemics or epidemics, governmental action (for example export or import restrictions), collapse of buildings, fires, explosions, geopolitical circumstances, power failures and natural disasters.

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3

VanMoof shall, as soon as reasonably practicable after the date Force Majeure has started, inform Consumer of the Force Majeure and of the consequences of the Force Majeure on the performance of its obligations under the Agreement. VanMoof shall use its best endeavours to mitigate the effect of the Force Majeure on the performance of its obligations.

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4

If the period of Force Majeure should last longer than six (6) months, both Parties will have the right to terminate the Agreement, in whole or in part, without an obligation to pay damages.

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1

Each Party has the right to terminate (in Dutch: opzeggen) the Agreement in whole or in part with immediate effect by giving written notice if one of the following events occurs:

1. the other Party becomes insolvent, applies for or has been granted a suspension of payment (whether or not provisional) or debt restructuring, or has become subject to another similar scheme;
2. the other Party has a liquidator, administrative receiver or similar officer appointed over all or a substantial part of its assets;

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2

Provisions of the Agreement and these Terms and Conditions that expressly or by implication have effect after termination, such as the provisions on termination and confidentiality, shall continue in full force after termination.

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3

In the event of termination by VanMoof on the basis of this article, VanMoof shall in no way be liable for any damages or costs incurred by Consumer.

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## 12. Confidentiality

1

Neither Party will, without the prior written consent of the other Party, disclose to third parties any information about or in connection with the Agreement, of which information it

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The restrictions imposed by article 12.1 shall not apply to the disclosure of confidential information which:

1. is in the public domain otherwise than as a result of a breach of this article 12;
2. was already obtained by the receiving Party in circumstances in which the receiving Party was not yet bound by any confidentiality obligation; or
3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing Party to limit disclosure to such authorised person to the extent necessary).

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3

Within ten (10) calendar days of a request to this effect, Consumer will return any (copies of) confidential information to VanMoof or Consumer will destroy this information. If so requested, Consumer will declare to VanMoof in writing that this has been done.

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## 13. Privacy

1

In the performance of any Agreement VanMoof will process and safeguard any personal data in accordance with its Privacy policy.

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## 14. Intellectual property

1

All intellectual property rights in relation to the Products remain vested in VanMoof at all times.

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in or transferred to Consumer, Consumer shall at the first request to this effect from VanMoof undertake everything necessary to transfer these rights back to VanMoof and to secure those rights free of charge.

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## 15. Contact

1

Consumer can contact VanMoof by email through the Help Center.

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2

In the event Consumer has a complaint, Consumer should file this complaint with VanMoof through the complaint form in the Help Center.

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## 16. Miscellaneous

1

Amendments or variations to the Agreement are not valid, unless agreed between the Parties in writing.

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2

Consumer shall not without the prior written consent of VanMoof subcontract any of his activities under the Agreement.

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# VANMOOF

arise therefrom to a third party without the prior written consent of VanMoof.

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## 17. Special or temporary offers

1

In the event of a special or temporary offer, specific terms and conditions may apply. These terms and conditions are usually displayed below at the bottom of this Agreement on this web page, but may also be communicated separately by email or published on a separate page on the VanMoof website.

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2

If the Consumer is eligible for and makes use of this special or temporary offer, the terms and conditions applicable to the special or temporary offer will, in the event of conflict, prevail over the terms and conditions from this Agreement for the part that these terms and conditions are not compatible with each other. The terms from this Agreement (and other applicable agreements) that are not in conflict remain in full force and effect.

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## 18. Applicable law and competent court

1

All Agreements are governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded.

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2

Any dispute arising out of or in connection with any Agreement shall be exclusively referred to the Court of Amsterdam, the Netherlands. Within a month of VanMoof invoking this article



# Annex 1 - New Vehicle Limited Warranty

Effective date: 6 August 2024

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## 1. New vehicle limited warranty: General

1

VanMoof will provide, through [vanmoof.com](https://vanmoof.com) and/or the App, a network of VP's that can provide Services on new Products sold by and delivered directly from VanMoof or a VP. These VP's can provide Services during the applicable warranty periods in the Warranty Regions specified below in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

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2

Consumer's rights and VanMoof's obligations under this New Vehicle Limited Warranty apply only within the Warranty Region and provided that the Product was delivered directly by VanMoof or a VP.

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3

This New Vehicle Limited Warranty consists of the Basic Vehicle Limited Warranty and the battery, motor and ECU (BME) Limited Warranty, each as described below in clauses 3 and 4.

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This New Vehicle Limited Warranty does not affect the statutory rights a Consumer has in the event of non-conformity of a Product, e.g. a right to repair or replacement of a defective Product.

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## 2. Warranty period

1

This New Vehicle Limited Warranty begins on the first day a new Product is delivered by VanMoof or the network of VP's to the Consumer and provides coverage for the period based on the specified warranty as described in this New Vehicle Limited Warranty.

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2

After repair or replacement of a Product or Part, no new warranty period commences.

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3

You are responsible for the proper operation of the Product.

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4

You may void this New Vehicle Limited Warranty if you do not follow the specific instructions and recommendations regarding the use and operation of the Product provided in your owner's manual, including, but not limited to:

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an update available,

2. Complying with any recall advisories;
  3. Carrying passengers and cargo within specified load limits; and
  4. Making all repairs.
- 

5

This New Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance or repairs.

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6

VPs have special training, expertise, tools and supplies with respect to your Product and, in certain cases, may employ the only persons or be the only facilities authorised or certified to work on certain parts of your vehicle.

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7

VanMoof strongly recommends that all maintenance, service and repairs be done at VP. Failure to do so will result in voiding or having coverage excluded under this New Vehicle Limited Warranty.

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### 3. Basic vehicle limited warranty

1

The Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects arising under normal use of the Product and/or Parts in the materials or

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2

Any defects in your battery, motor or electronic control unit are not covered under this Basic Vehicle Limited Warranty. Repair or replacement thereof can only be claimed under the BME Limited Warranty.

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3

The repair or replacement may not restore the Product to a "like new" condition.

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4

The Basic Vehicle Limited Warranty for Products covers a period of two (2) years from the day of delivery.

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5

The Basic Vehicle Limited Warranty for Outlet products covers a period of one (1) year from the day of delivery.

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6

Unless specified otherwise in this Warranty Policy, in case of a warranty replacement, the Part shall be replaced by a Part that is at least in equal state as the original Part at the time of replacement.

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1

A battery capacity of at least 70% of the installed capacity is guaranteed during the warranty period under the condition that the battery state of charge (SOC) of a vehicle when not in operation for more than one (1) month is kept at a minimum SOC of 30% to avoid deep discharging the cells.

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2

Failure to follow the owner manual on maximising the life and capacity of the battery or any other recommended battery maintenance and charging procedures may void the warranty of the battery. See your owner's manual for important information on how to maximise the life and capacity of the battery.

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3

The battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of battery energy or power over time or due to or resulting from battery usage is not covered under this BME Limited Warranty.

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4

The BME Limited Warranty covers the repair or replacement necessary to correct defects arising under normal use of the Product and/or Parts in the materials or workmanship of the battery, motor and/or electronic control unit (ECU), as processed in the Product or

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5

If your battery, motor or ECU requires repair that falls under the warranty, the network of VP's on behalf of VanMoof will repair the unit or replace it with a new, refurbished or remanufactured part at the sole discretion of VanMoof.

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6

The warranty replacement may not restore the Product and/or Parts to a "like new" condition. When replacing a battery, VanMoof shall ensure or (if applicable) shall instruct the VP to ensure that the energy capacity of the replacement battery is at least equal to that of the original battery before the failure occurred, while taking into consideration other factors, including the age and mileage of the vehicle.

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7

The BME Limited Warranty for Products covers for a period of two (2) years or, the first 7500 km, whichever comes first.

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8

The BME Limited Warranty for Outlet Products covers for a period of one (1) year or, the first 3750 km, whichever comes first.

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## 5. Warranty Limitations

1

This New Vehicle Limited Warranty shall in any event not cover any damage to or malfunction of the Product directly or indirectly caused by or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

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discovery of a defect covered by this New Vehicle Limited Warranty,

2. Accidents, collisions or objects striking the Product;
3. Any repair, alteration or modification of the Product that was made inappropriately, or the installation or use of fluids, parts or accessories, made by someone other than VanMoof or a VP;
4. In relation to improper Services, amongst others, the use of fluids, high-pressure washers, parts or accessories other than those specified in your owner documentation;
5. In relation to normal wear or deterioration amongst others, saddle, pedal and grip discolouration, punctures, tears, depressions, wrinkling abrasions or other deformations, paint and glass stone chips, and similar items;
6. Any damage to the Product's hardware or software, or any loss or harm to any personal information/data uploaded to the Product resulting from any modifications or unauthorised access to vehicle data or software from any source, including, but not limited to, non-VanMoof parts or accessories, modifications, third party applications, viruses, bugs, malware, or any other form of interference or cyber attack;
7. Theft, riot or vandalism;
8. Overloading the Product;
9. Fire, nature events such as, but not limited to hail, flood, (wind)storm or deep water;
10. Driving off-road and or over damaged, uneven, rough or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles; and
11. The environment or an act of God, including, but not limited to, exposure to sunlight, road debris (including stone chips), salt, fire, water, contamination and other environmental conditions.

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## 6. Additional limitations and exclusions

1

In addition to the above exclusions and limitations, this New Vehicle Limited Warranty shall in any event not cover:

1. The following mechanical issues to the Product claimed more than 4 weeks or the first 150 km after delivery:
  - 1.1 Parts failure (not including failure caused by misuse or improper assembly): Chain, brake levers, wheels, fenders, handlebar, brakes;
  - 1.2 Play/movement in parts (not including failure caused by misuse or improper assembly): Headset bolt, wheels;

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2. non-genuine VanMoof parts or accessories or their installation, or any damage directly or indirectly caused by, due to, or resulting from, the installation or use of non-genuine VanMoof parts or accessories;
  3. Parts, accessories and charging equipment that were not included in the purchase of the Product; these items have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
  4. Any additional VanMoof parts or labour required to repair a Product, whether under warranty or otherwise, due to any of the exclusions specified in this New Vehicle Limited Warranty, including but not limited to, hardware or software modifications or non-genuine VanMoof parts or accessories.
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2

In addition to the above exclusions and limitations, the BME Limited Warranty shall also not apply in the case of:

1. gross negligence or wilful misconduct (such as but not limited to ignoring active vehicle warnings or service notifications, including firmware updates)
  2. a collision or accident,
  3. the servicing or opening of the battery, motor or ECU by non-VanMoof or non-certified personnel.
- 

3

In addition to the above exclusions and limitations, the BME Limited Warranty shall not apply in case of:

1. Any attempt to damage the battery;
  2. Any attempt either by physical means, programming or other methods, to extend or reduce the life of the battery or alter the battery in whatsoever way;
  3. Exposing the battery to direct flame (excluding from battery fires as specified in 5.1.9);
  4. Any act or omission resulting in damage to the battery caused by water;
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## 7. Voided warranty

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The warranty becomes void if the conditions as stated in article 5 are not fulfilled.

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2

The following will also void this New Vehicle Limited Warranty:

1. A Product that has been reported stolen or has been sold or labelled to be impacted by any event listed under clause 6.3; and
  2. A Product that has been determined to be a total loss by an insurance company.
- 

## 8. Repairs under warranty

1

To obtain warranty service, you must notify VanMoof or a VP within the applicable warranty period, and within a month after discovering an issue with the Product, and deliver the Product, at your expense, during regular business hours to a VP within the Warranty Region.

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2

The location of the nearest VP may be obtained by visiting VanMoof's website for your region.

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3



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4

The updated list of VP locations is and will remain published on VanMoof's website for your region.

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5

It shall always remain the sole responsibility of the Consumer to deliver the product in person to a VP in the Warranty Region at their own expense.

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6

When you contact VanMoof, please be prepared to provide the Product's frame number, vehicle ID and a description of the defect.

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7

By creating a (warranty) service appointment, you consent to VanMoof and the selected VP using, processing and retrieving vehicle data for any purpose in relation to this warranty such as but not limited to diagnosing the defect (remotely) and/or to updating the Product to the latest firmware.

## Annex 2 - Statutory right to withdrawal - Return policy

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### 1. Right to withdrawal within 14 days

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In the event of an agreement for the purchase of a Product, Consumer has the right to withdraw from the Agreement within 14 calendar days of the delivery of the Product, without having to give reasons. Consumer no longer has this right after 14 calendar days have passed.

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2

To exercise this right to withdrawal, Consumer must inform VanMoof of his decision to withdraw from the Agreement by an unequivocal statement (e.g. a letter sent by post, an email, or through the withdrawal form in the Help Center). Consumer can also use the withdrawal form, as attached in Annex 2A below, but this is not obligatory.

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3

To meet the cancellation deadline of 14 calendar days after delivery, it is sufficient for Consumer to send his communication concerning his exercise of the right of withdrawal within this deadline.

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## 2. Effects of cancellation within 14 days

1

After withdrawal from the Agreement in accordance with article 1 of this Return Policy, VanMoof shall reimburse to Consumer all the payments VanMoof has received, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 calendar days from the day on which

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initial transaction, unless expressly agreed otherwise. In any event, Consumer will not incur any fees as a result of such reimbursement.

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2

Consumer will hand over or send back the Product according to the instructions that VanMoof provides to Consumer without undue delay and in any event not later than 14 calendar days from the day Consumer has communicated his statement of withdrawal from the Agreement. This deadline is met if Consumer sends back the Product before the period of 14 calendar days has expired.

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3

In case Consumer sends back the Product, it will make sure that it will keep all evidence in relation to the return (such as but not limited to receipts from the delivery company and track-and-track codes) in its possession and provide it to VanMoof at VanMoof's request.

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4

VanMoof may withhold reimbursement until VanMoof has received the Product back from Consumer or Consumer has supplied sufficient evidence of having sent back the Product, whichever is earliest.

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5

Consumer will have to bear the costs of returning the Product. The Product must be returned in its original packaging, where possible, and in the same condition as it was received by Consumer. Accessories or parts of the Product, such as the toolbox and charger, must be returned along with the Product. Consumer is liable for the diminished value of the returned Product resulting from the handling of the Product other than what is necessary to establish the nature, characteristics and functioning of the Product. A maximum of 25

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VanMoof reserves the right to reject returns of Products that do not meet the conditions as stated in the return policy.

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7

VanMoof reserves the right to reduce the refund amount up to €500 if the Product isn't returned in full and/or in a satisfactory condition.

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8

Products can be returned in accordance with the instructions mentioned under clause 2.2 and at the following address;

VanMoof - Returns  
Danzigerbocht 17  
1013 AM Amsterdam  
The Netherlands

## ANNEX 2A – MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the Agreement, and contact Customer Support through the Help Center to share this form.

 Download withdrawal form

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## 1. Applicability

1

This annex applies to all Agreements for the purchase and use of the Theft Proof Service and all legal acts relating to the formation thereof.

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2

The VanMoof General Terms and Conditions of Sale – Business to Consumer (Terms and Conditions) apply to the purchase and use of the Theft Proof Service, unless the application of a certain clause conflicts with this annex or if a certain clause can by nature not be applicable to the Theft Proof Service. Where the Terms and Conditions apply to the Theft Proof Service and the text of the Terms and Conditions refers to a "Product" instead of Product "Theft Proof Service" should be read.

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## 2. The Theft Proof Service

1

Theft Proof Service is a service provided by VanMoof that improves the chances for Consumers that have purchased a Product to get their Product back in the event it gets

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1. When a Product goes missing, Consumer marks the Product as stolen in the App,
2. Consumer files a police report and shares it with VanMoof;
3. The Product will go into 'stolen-mode' and a tracking link will be shared with Consumer to help him find the Product himself; there is a 'best efforts' obligation for Consumers to use the tracking link to look for the Product.
4. If bike hunters from VanMoof are available in the area of Consumer, they might help finding the Product;
5. If the Product is not found within fourteen days after the Product was marked as stolen and Consumer has fulfilled its other obligations, VanMoof will replace the Product and
6. In that event, the replacement Product will be delivered to Consumer's address by VanMoof free of charge. The replacement Product will at least be in equal state and condition as the original Product at the time of being reported stolen.
7. The warranty period that started when purchasing the Product that was stolen still applies, receiving a replacement Product will not renew the warranty period.

---

## 2

Theft Proof Service is connected to an individual Product. If Consumer has multiple Products and wishes to use Theft Proof Service for all of them, he has to purchase Theft Proof Service for all of them individually.

---

## 3

Theft Proof Service is only available for the following models of the Products: model SX3, SA5 and later models. For earlier models of the Products, Theft Proof Service is not available. VanMoof may adjust the list of models for which the Theft Proof Service is available. If Consumer has purchased Theft Proof Service for his Product, VanMoof cannot guarantee that Theft Proof Service will be available for that Product the next year as well.

---

## 4

Theft Proof Service is only available within Service Areas. VanMoof is not responsible for replacing Products under the Theft Proof Service that are stolen outside of Service Areas. If

## VANMOOF

5

If a Product is found within fourteen days after it was marked as stolen and Consumer has fulfilled its other obligations, Consumer gets his Product back in the state it was recovered. In the event the Product was damaged during the time it was stolen, VanMoof will not cover any costs to repair or service the Product. Damages that are covered under warranty, will be covered under that warranty and not under the Theft Proof Service.

---

6

If, within the fourteen days of the Product being reported missing by Consumer to VanMoof, the Product is found by the police, this is covered under the Theft Proof Service and article 2.5 applies. Consumer is responsible for picking up the Product from the police.

---

7

If a stolen Product is found after Consumer has already received a replacement Product, Consumer is obliged to return the Product that was stolen to VanMoof and transfer back the ownership thereof to VanMoof, unless the stolen Product was found within 28 days after the Product being reported as missing. In that event, Consumer is obliged to return the replacement Product to VanMoof and transfer back the ownership thereof to VanMoof. In the event that a Product is recovered 14 days after the initial search period of 14 days has ended and a replacement Product is ordered, but not delivered, we reserve the right to cancel the delivery and return the recovered product.

---

8

The Theft Proof Service does not include any service of VanMoof with regard to (the loss of) accessories, including the VanMoof Power Bank or other equipment attached to the Product, regardless of whether those are stolen together with the Product or separately.

---

### 3. Rules for the Theft Proof Service

## VANMOOF

1

For the use of the Theft Proof Service, Consumer requires access to a mobile device and to the App. The Theft Proof Service is strictly personal. Consumer is obliged to provide VanMoof with all the information that is needed for the purchase and use of the Theft Proof Service. Consumer keeps such information updated and accurate throughout the term of the Theft Proof Service. If this information is incorrect, Consumer will not be able to make use of the purchased Theft Proof Service.

---

2

In the use of the Theft Proof Service, Consumer agrees to refrain from all of the following activities:

1. Attempting to interfere with or compromise the system integrity or security of the servers running the Theft Proof Service;
  2. Interfering with the proper working of the Theft Proof Service;
- 

3

If Consumer breaches any of his obligations mentioned in article 3.2 or if VanMoof has reason to suspect Consumer to be in breach of article 3.2, VanMoof may, at its discretion, permanently or temporarily restrict Consumer's access to the Theft Proof Service without notice and without incurring any liability towards Consumer. In this event, VanMoof has the right to suspend or terminate Consumer's account for the Theft Proof Service. This article leaves VanMoof's right to claim damages because of breaches by Consumer of the obligations mentioned in article 3.2 unaffected.

---

4

Consumer will not be entitled to the use of Theft Proof Service in the following events:



## VANMOOF

vanmoof that other precautions were taken to protect his Product,

2. Consumer did not lock his Product with the lock provided by VanMoof when the Product was stolen;
3. Consumer failed to carry out firmware updates and maintain parts critical to the security system of the Product.
4. Any software, application or other material from a party other than VanMoof that was downloaded to the Product by Consumer or by a third party with the permission of Consumer malfunctioned when the Product was stolen;
5. The Product was stolen through the effect of any virus, "back door", "time bomb", "Trojan horse", "drop dead device" or other malware on Consumer's equipment;
6. The Product was confiscated or removed by any government or public authority;
7. Unauthorized adjustment, alteration or servicing of the Product by Consumer or a third party that is not VanMoof or a VP; or
8. The Product went missing in events of war, invasion, hostilities, terrorism, rebellion, riots, vandalism, demonstrations or revolution;

---

5

Consumer will have no Theft Proof Service for the following situations:

1. Consumer has not filed a police report and entered the crime reference number within seven calendar days of the Product being stolen;
2. If the theft of the Product is covered by an insurance policy stated under Consumer's name;

---

6

Outside of the replacement of an unfound stolen Product under the Theft Proof Service, VanMoof is not liable towards Consumer for damages incurred by Consumer because the Product was stolen, such as costs suffered as a result of not being able to use the Product.

---

## 4. Price and payment

1



Theft Proof Service is not paid for, consumer cannot use the Theft Proof Service.

---

## 5. Duration and termination

1

Theft Proof Service is purchased for one year (365 days) from the day of purchase. After this year, the Theft Proof Service automatically expires and Consumer can no longer make use of the Theft Proof Service, unless he has concluded a new Agreement for his Theft Proof Service. The Theft Proof Service is not a subscription.

---

2

Consumer has a right to withdrawal from the Agreement for the purchase of Theft Proof Service within 14 calendar days of the conclusion of this Agreement. Consumer will lose his right to withdrawal after VanMoof – with the prior consent of Consumer – has started the performance of the Theft Proof Service. This means that if Consumer uses the Theft Proof Service within 14 calendar days of the conclusion of the Agreement, he loses his right to withdrawal. Annex 2 applies for the exercise of the right to withdrawal by Consumer.

---

3

During the year the Theft Proof Service was purchased for, the Theft Proof Service cannot be terminated for convenience, both by Consumer and VanMoof.

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4

## VANMOOF

different price for the Theft Proof Service might apply (this means, a price that is different to the price paid by Consumer for the preceding year of Theft Proof Service).

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5

The decisive moment for coverage under the Theft Proof Service is the moment the Product is marked as stolen in the App. This means that the services outlined in article 2.1 will also be performed with regard to a Product if the fourteen-day search period ends after the Theft Proof Service expires.

---

6

Once a product has been replaced, it voids the Theft Proof and the consumer will have to register for a new Theft proof if they wish to continue the service with the replaced product.

## Annex 4 – General Terms and Conditions for Ride Pro

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### 1. Applicability

1

This Annex applies to all Agreements to enter into a subscription for access to additional functionalities and/or services in the mobile application ('Ride Pro') and all legal acts relating to the formation thereof.

---

# VANMOOF

By accepting the VanMoof General Terms and Conditions of Sale – Business to Consumer (the 'General Terms and Conditions'), the Consumer agrees to these terms and conditions.

---

3

The conclusion of a subscription and use of Ride Pro are subject to the VanMoof General Terms and Conditions of Sale – Business to Consumer (the 'General Terms and Conditions') unless the application of a particular article conflicts with this Annex or if by its nature a particular article cannot apply to Ride Pro. Where the General Terms and Conditions apply to Ride Pro and the text of these Terms and Conditions refers to a 'Product', instead of 'Product', 'Ride Pro' should be read.

---

## 2. Services

1

Ride Pro grants access to additional functionalities and/or services, specified in APP, compared to the regular (free of charge) APP.

---

2

VanMoof reserves the right to change, modify or discontinue the functionality of Ride Pro at any time without prior notice.

---

## 3. Subscription and Payments

## VANMOOF

+

Ride Pro is offered on a regular subscription basis (monthly or yearly).

---

2

The subscription starts on the date of purchase and, at the end of the initial subscription period, will be tacitly converted into a subscription for an indefinite period, whereby the Customer is entitled to cancel the subscription on a monthly basis in accordance with the provisions in Article 4. The Customer is free to convert the indefinite subscription into a new annual subscription under the terms and conditions applicable at that time.

---

3

The costs of the subscription are part of the Agreement and are displayed to the Consumer in the APP before the subscription is entered into. All payments are charged in advance.

---

4

Payments are made using the payment method chosen by the Consumer. The Consumer agrees to provide current, complete and accurate billing information. VanMoof reserves the right to change the monthly or annual amount.

---

5

Ride Pro is linked to one VanMoof product. If the Consumer has multiple VanMoof products, the Consumer must buy a Ride Pro subscription for each VanMoof product separately.

---

## 4. Cancellation

## VANMOOF

1

The Consumer may cancel a monthly/indefinitely subscription with effect from the last day of the subsequent monthly term, subject to at least one month's notice. Cancellation must take place via the app.

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2

The Consumer may cancel an annual subscription until one month before the expiry of the annual term. Cancellation must take place through the app.

---

3

Upon cancellation, the Consumer will continue to have access to Ride Pro until the end of the current subscription period. No refunds will be made for unused subscription periods.

---

4

VanMoof reserves the right to terminate or suspend the Consumer's subscription in case of non-payment or violation of the terms and conditions applicable to Ride Pro.

---

## 5. Right to withdrawal

1

The Consumer is entitled to cancel the subscription within 14 days of entering into the subscription without giving reasons. If the Consumer exercises the right of withdrawal, the



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The Consumer must contact Customer Support for this purpose and can use the form mentioned in Annex 2A to exercise the right of withdrawal.

---

## 6. User obligations

1

The Consumer agrees to use Ride Pro only for lawful purposes and in accordance with the terms and conditions applicable to Ride Pro.

---

2

The Consumer may not share access to Ride Pro with others or breach Ride Pro security measures.

---

## 7. Liability

1

VanMoof is not liable for any direct, indirect, incidental, special or consequential damage or loss arising from or in connection with the Consumer's use of Ride Pro, except in cases of intent or gross negligence.

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2

# VANMOOF

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3

VanMoof further refers to the other provisions regarding liability as included in the General Terms and Conditions.

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## 8. Privacy

1

By signing, the Consumer declares that he/she has taken note of the Privacy Policy and the terms and conditions as contained therein and explicitly agrees thereto.

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## 9. Amendments to the terms and conditions

VanMoof reserves the right to amend the terms and conditions applicable to the Ride Pro at any time. The Consumer should consult the most recent version on VanMoof's website for this purpose. The continued use of Ride Pro by the Consumer after such amendments will be deemed as acceptance of the amended terms and conditions.

## Special or Temporary Offers

Please note that the terms and conditions set out below apply only if a consumer is eligible and takes advantage of a special or temporary offer set out below. Eligibility for a special or



## VANMOOF

times temporary and may be amended and revoked, wholly or partly, at any time. The provisions of articles 17.1 and 17.2 (special or temporary offer) of the general terms and conditions apply.

The following terms and conditions apply to persons who are eligible for a discount code under the undelivered bikes offer and have obtained a discount code in that context.

---

## 1. Additional Terms and Conditions and Declarations in Relation to Discount Code for My Undelivered Bike



I hereby understand, declare, and expressly agree to the following terms and conditions:

---

1

I declare that I am eligible for this action and receiving a discount code.

---

2

I hereby declare that I either:

1. ordered a bike from the old VanMoof's webshop prior to 17th July 2023 (the date of the Dutch bankruptcy) and my bike was never delivered due to the old VanMoof's bankruptcy; or
  2. ordered a bike in-store from the old VanMoof prior to 17th July 2023 (the date of the Dutch bankruptcy) and my bike was never delivered due to the bankruptcy of the old VanMoof.
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3

I declare that I am the original purchaser of the bike from VanMoof and not acting on behalf of another person or a legal entity.

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4

## VANMOOF

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5

I furthermore understand that this offer runs from July 15, 2024, until December 31, 2024 and I can apply for a discount code ultimately until 31 December, 2024

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6

I understand the discount code can only be used for ordering a VanMoof electronic vehicle and only for a purchase at the VanMoof webshop (not at a VanMoof sales partner).

---

7

I hereby declare and fully understand that VanMoof electronic vehicles can only be delivered to a limited number of countries, so it could be the case that I cannot use the discount code to order a VanMoof electronic vehicle and to have it delivered to the country that I live in. The available countries can be found on the VanMoof website in the check-out process. Currently, the VanMoof S5 and A5 can only be delivered to the Netherlands, Germany, and France.

---

8

I furthermore understand that VanMoof does not provide any services outside its service area.

---

9

I understand that the discount code cannot be used in combination with any other current or future discount codes or promotions.

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## VANMOOF

I furthermore declare that I will not have the option to claim a (partial) refund or payment through a third-party insurer, bank, or (other) payment provider (e.g., an insurance claim or (partial) refund or payment from my bank, credit card provider, or for instance a payment provider such as PayPal or Adyen) in relation to my undelivered bike.

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11

I furthermore declare that I did not receive any (partial) payment or refund from any third party in relation to my undelivered bike.

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12

I furthermore declare that my damage/loss due to my undelivered bike is at least €1000 (or more).

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13

I understand that the discount code may only be used once and cannot be reissued once it has expired or been used.

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14

I understand that the discount code shall be deemed to be used and (therefore) not be valid anymore (nor fully nor partly) after a purchase has been made in the webshop.

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15

I understand that the discount code is a one-time offer.

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17

I understand that in case I would be entitled to repayment of the purchase price, for instance in case I cancel or revoke my order after having placed the order, that my discount code shall no longer be valid and under no circumstances would I be entitled to (re)payment of (an amount equal to) the discount.

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18

I acknowledge that the discount code cannot be exchanged for cash or any other form of compensation.

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19

I understand that the discount code is provided as a goodwill gesture.

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20

I understand that the discount code is personal and may not be transferred or sold to any third party. The discount code is linked to my specific name and email address.

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21

I understand that the discount code is subject to availability and that VanMoof is not obligated to provide a replacement code (for instance, but not limited to, in the event of loss or theft).

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VANMOOF

information to obtain or use the discount code.

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23

I declare that all the information and statements provided by me are complete, true, and correct.

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24

I understand that in case of a breach of this agreement, VanMoof is (amongst others) entitled to revoke the applicability of the discount code with retrospective effect.

---

25

I declare and understand that VanMoof is not liable for any damages or losses arising from participation in this promotion.

---

26

I expressly agree that VanMoof is allowed to process my personal data in relation to this action, and I moreover agree to the terms and conditions as included in the Privacy Policy that can be found via the following link: <https://www.vanmoof.com/en-NL/privacy>.

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27

I understand that VanMoof reserves the right to amend these terms and conditions in relation to this promotion at any time without prior notice. The latest terms and conditions

## VANMOOF

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I agree that if any provision of this agreement is found to be invalid or unenforceable under any (local) applicable law, the remaining provisions of this agreement shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by a valid and enforceable provision that most closely matches the intent of the original provision.

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29

I agree that any disputes relating to this action and/or discount code will be governed by the laws of the Netherlands and subject to the exclusive jurisdiction of the courts in Amsterdam.

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30

I hereby declare that I have read and fully understand these terms and conditions.

## Disclaimer

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