

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 21 May 2026

Previous versions

-  2024.03.26 VanMoof Terms & Conditions English.pdf
 -  2024.08.06 VanMoof Terms & Conditions English.pdf
 -  2025.06.10 VanMoof Terms & Conditions English.pdf
 -  2025.08.06 VanMoof Terms & Conditions English.pdf
 -  2026.04.20 VanMoof Terms & Conditions English.pdf
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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) 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.
 12. **Theft Proof Service:** the service VanMoof provides in case a Product of a Consumer get stolen, as defined in Annex 3 to these Terms and Conditions
 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 Danzigerkade 15-B6 in (1013 AP) 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
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2. Applicability

1

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

2

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.

3

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

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.

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.

3

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.

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.

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.

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.

In order to be able to make use of the Product, Consumer will need to create a personal 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.

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.

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.

5. Price and payment

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.

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.

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.

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.

5

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

6

In the event of an Agreement for the purchase of Products, unless Parties have agreed otherwise in the Agreement, Consumer shall pay in advance of delivery upon placing the Purchase Order.

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.

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.

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.

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

2

Any delivery period indicated by VanMoof is an estimate only and is not considered a final deadline. VanMoof is never liable for exceeding any indicated delivery date.

3

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

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.

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).

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.

8. Warranty

1

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

2

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

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.

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.

9. Indemnification

1

If Consumer breaches his obligations under the Agreement, Consumer will indemnify VanMoof, its personnel its affiliates, assigns, successors, clients, officers, directors, employees, and agents and any third parties engaged by VanMoof in the context of the performance of the Agreement against each loss, liability and cost which they may incur.

10. Force majeure

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.

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.

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.

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.

11. Termination

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;

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.

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.

12. Confidentiality

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 knows or ought to know the confidential nature.

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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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.

13. Privacy

1

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

2

If you wish to exercise your data protection rights, or you have concerns about VanMoof's processing of their personal data, you may contact VanMoof's Data Protection Officer at rider.support@vanmoof.com.

14. Intellectual property

1

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

2

If by the performance of any Agreement intellectual property rights are nevertheless vested 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.

15. Contact

1

Consumer can contact VanMoof by email through the Help Center.

2

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

16. Miscellaneous

1

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

2

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

3

Consumer shall not transfer any Agreement and the separate rights and obligations that arise therefrom to a third party without the prior written consent of VanMoof.

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.

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.

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.

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 17.2 in writing, Consumer is entitled to opt for dispute resolution by the court that has jurisdiction under the law.

19. ALMA

1

The following provision shall only apply if you have used payment via Alma.

2

The credit service provided by Alma is offered for the settlement of purchases and payment, subject to the buyer (purchaser) purchasing the product or service, accepting the terms of the payment in instalments or deferred payment contract.

3

Fees may be charged by Alma.

4

Any refusal by Alma to grant the payment in instalments or the deferred payment, may result in the cancellation of the purchase contract for goods or services ("GTC"), unless the purchaser agrees to pay the full amount upfront.

5

In the event of termination of the GTC, the payment in instalments or deferred payment contract will be automatically terminated.

6

In the event of withdrawal from the payment in instalments, or the deferred payment option used for the payment, the GTC will automatically terminate, unless you pay the total purchase amount in full via Alma. If the product has already been shipped, you will be required to return it within the maximum period in accordance with these GTC.

7

Alma's customer feedback page: <https://help.almapay.com/>

Annex 1 – New Vehicle Limited Warranty

Effective date: 6 August 2025

1. New vehicle limited warranty: General

1

VanMoof will provide, through 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.

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.

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.

4

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.

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.

2

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

3

You are responsible for the proper operation of the Product.

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:

1. Installing the Product's software updates within a month after notification that there is 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.

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.

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.

3. Basic vehicle limited warranty

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 workmanship of any Product manufactured or supplied by VanMoof, unless a limitation as outlined in Article 5 or 6 is applicable.

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.

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

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

5

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

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.

4. Battery, Motor and ECU limited warranty (BME limited warranty)

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.

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.

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.

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 separately supplied by VanMoof as Parts, unless a limitation as outlined in article 5 or 6 is applicable.

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.

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.

7

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

8

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

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:

1. Failure to take the Product to, or make repairs or Services recommended by a VP upon 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.

2

This New Vehicle Limited Warranty in no event covers damage, whether direct or indirect, if the Consumer uses or has used (mobile) third-party applications that the Consumer knows or should reasonably know are not permitted.

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;
 - 1.3 Loss of brake fluid/pressure.
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.

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;

7. Voided warranty

1

The warranty becomes void if the conditions as stated in article 2 are not fulfilled.

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.

2

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

3

The location of VP's is subject to change at any time.

4

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

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.

6

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

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.

9. Specific provisions for S6 Products

1

S6 Products are VanMoof's S6 and S6 Open (electronic) micromobility vehicles.

2

This article 9 contains specific provisions on the warranty periods that apply for the S6 Products, in deviation of article 3.4 and article 4.7 of this New Vehicle Limited Warranty (which include the general warranty periods for Products). The other provisions of the New Vehicle Limited Warranty apply to S6 Products in full.

3

In deviation of article 3.4, the Basic Vehicle Limited Warranty for S6 Products covers a period of three (3) years from the day of delivery.

4

In deviation of article 4.7, the BME Limited Warranty for S6 Products covers a period of three (3) years or the first 7500 km, whichever comes first.

Annex 2 - Statutory right to withdrawal - Return policy

1. Right to withdrawal within 14 days

1

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.

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.

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.

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 VanMoof received Consumer's statement of withdrawal from the Agreement. VanMoof will carry out such reimbursement using the same means of payment as Consumer used for the initial transaction, unless expressly agreed otherwise. In any event, Consumer will not incur any fees as a result of such reimbursement.

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.

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.

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.

5

The Consumer shall bear the costs of returning the Product. In the event of a return, the Consumer has the option to: (i) return the Product at its own cost and risk using a carrier of its choice, in which case the Consumer shall bear and pay the direct costs of return, or (ii) return the Product using VanMoof's designated return service, in which case the return costs shall be €150 (or £150 for the United Kingdom) and shall be borne by the Consumer. (For Consumers who are habitually resident in the United Kingdom, Annex 5B applies.) The Product must be returned in its original packaging, where possible, and in the same condition as it was received by the Consumer. Accessories or parts of the Product, such as the toolbox and charger, must be returned together with the Product.

The Consumer is liable for any diminished value of the returned Product resulting from handling of the Product other than what is necessary to establish the nature, characteristics and functioning of the Product. A maximum of 25 kilometres may be ridden in order to establish the nature, characteristics and functioning of the Product.

6

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

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.

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 2B – 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

Annex 3 - Terms and conditions for the theft proof service

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.

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.

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 stolen. The Theft Proof Service works as follows:

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. The police report is the justification on the basis of which our Bike Hunters are allowed to start searching for your Product.
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. VanMoof will make reasonable efforts to locate the Product using available Bike Hunters.
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 by VanMoof to the Consumer's address free of charge. VanMoof is not obliged to provide a new Product as a replacement Product; the replacement Product may also be a used Product (whether or not refurbished).
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 S5, A5 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 Consumer moves outside of a Service Area, the Consumer is not entitled to a refund for the Theft Proof Service. The Theft Proof Service can only be invoked in the country where it was purchased.

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

The replacement of the Product as referred to in article 2.1.5 constitutes a service provided by VanMoof as part of the Theft Proof Service. This service is intended as a practical measure in a specific case and does not involve any transfer or coverage of risk, nor does it constitute compensation for loss. If (and when) the stolen Product is recovered by the Bike Hunters (or by the Consumer or by third parties such as the police), after the Consumer has already received a replacement Product and the stolen Product can be returned to the Consumer, the Consumer is obliged to return the replacement Product to VanMoof and transfer ownership thereof to VanMoof. The replacement Product therefore does not constitute unconditional ownership of the Consumer. If a Product is recovered 14 days after the end of the initial search period of 14 days and a replacement Product has been ordered but not yet 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) parts or accessories, including the VanMoof Power Bank or (other) equipment attached to the Product, regardless of whether these are stolen together with the Product or separately.

9

The Anti-Theft Service is explicitly a service. The Service does not provide compensation for damage. In particular, VanMoof shall not be liable towards the Consumer for any damage suffered by the Consumer as a result of the Product being stolen, such as costs incurred due to the inability to use the Product.

3. Rules for the Theft Proof Service

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:

1. Consumer has deliberately left his Product unlocked or unattended when the Product was stolen, unless Consumer can demonstrate to the reasonable satisfaction of

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

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

VanMoof reserves the right to invalidate (or at least not to effectuate) any Theft Proof Service at any time from the time of purchase if circumstances warrant that. If the Consumer has acted in good faith, any amounts paid will be returned to the Consumer.

7

In any event, an agreement for the Theft Proof Service will be invalid and unenforceable if it has been purchased for Products that are already stolen, missing or lost at that time, or if the applicable Product has been purchased more than two weeks before the conclusion of the Theft Proof Service, or if there is any fraudulent action or if this results from one or

more of the conditions or other limitations that are stated regarding the Theft Proof Service on the website vanmoof.com.

8

When purchasing the Theft Proof Service, the Consumer declares that there is no question of one of the situations mentioned in Article 3.7, nor that there are other circumstances of which the Consumer should reasonably understand that they are not compatible with the purchase of the Theft Proof Service, and that there are no circumstances that increase the likelihood of the Consumer's claim to the Theft Proof Service or cause the Consumer to be unreasonably favoured. In case of doubt, the Consumer shall contact VanMoof's Customer Service before purchasing the Theft Proof Service.

4. Price and payment

1

The price for the Theft Proof Service is indicated in the Agreement and the Webshop. The price should be paid by Consumer in advance by a one-time pre-payment. As long as the 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.

4

Upon expiration of the Theft Proof Service, Consumer can renew the Theft Proof Service for another year by concluding a new Agreement for the Theft Proof Service. Upon renewal, a 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).

5

The decisive moment for determining whether the Consumer can validly claim the Anti-Theft 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 Anti-Theft Service has expired.

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

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.

2

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

1

Ride Pro is offered on the basis of a periodic annual subscription ("Annual Subscription"), or a one-time 5-year subscription ("5-Year Subscription").

2

The subscription starts on the date of purchase. The Annual Subscription shall be tacitly renewed for successive one-year periods after each year, whereby the Customer is entitled to cancel the subscription on a monthly basis in accordance with the provisions of Article 4. The 5-Year Subscription shall terminate automatically upon expiry of the 5-year term and shall not be tacitly (automatically) renewed. The Customer is free to enter into a new subscription after expiry of the 5-Year Subscription. A Customer who has entered into a 5-year Subscription may terminate the subscription after the lapse of 1 year, subject to one month's notice.

3

The costs of the subscription can be found on the website via the link in the APP and form part of the Agreement. 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 subscription amount.

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

1

The Consumer may cancel any subscription after the lapse of one year, subject to at least one month's notice. Cancellation must take place via the app.

2

Upon valid cancellation in accordance with Article 4.1, the Consumer will continue to have access to Ride Pro until the date on which the cancellation takes effect.

3

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 Consumer will receive a full refund.

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.

2

VanMoof offers no guarantees, in particular with regard to the availability, accuracy or reliability of Ride Pro.

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

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.

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.

ANNEX 5A: UNITED KINGDOM CONSUMER TERMS

1. Scope and precedence

1

This UK Schedule applies only to Consumers who are habitually resident in the United Kingdom at the time of concluding the Agreement ("UK Consumers").

2

In the event of any conflict or inconsistency between this UK Schedule and the VanMoof General Terms and Conditions of Sale – Business to Consumer (the "Terms and Conditions"), this UK Schedule shall prevail for UK Consumers.

2. Applicable law and jurisdiction (UK override)

1

The Agreement is governed by the laws of the Netherlands. Notwithstanding the foregoing, and without prejudice to any other provision of this UK Schedule, the choice of Dutch law shall not deprive UK Consumers of the protection afforded to them by provisions that cannot be derogated from by agreement under the law of the United Kingdom (including England and Wales, Scotland and Northern Ireland, as applicable). To the extent that any provision of the Terms and Conditions or this UK Schedule is inconsistent with, or provides less protection than, the mandatory statutory rights available to a UK Consumer under applicable UK consumer law, those mandatory statutory rights shall prevail.

2

Nothing in the Terms and Conditions or this UK Schedule affects any mandatory statutory rights that a UK Consumer has under applicable UK consumer law.

3

A UK Consumer may bring proceedings arising out of or in connection with the Agreement either:

- (i) before the competent courts of Amsterdam, the Netherlands; or
- (ii) before the courts of England and Wales, Scotland or Northern Ireland, as applicable, depending on the UK Consumer's habitual residence.

4

The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.

5

Pricing transparency and payment surcharges

(1) VanMoof shall not impose any payment surcharge on UK Consumers in respect of a payment method that exceeds the cost borne by VanMoof for the use of that payment method.

2) Where additional delivery, booking, administrative or other charges apply, these will be clearly disclosed to the UK Consumer before they are bound by the Agreement.

3. UK statutory consumer rights (Consumer Rights Act 2015)

1

For UK Consumers, the Products must be:

- (i) of satisfactory quality;
- (ii) fit for purpose; and
- (iii) as described,

in accordance with the Consumer Rights Act 2015.

2

If a Product does not conform with the contract, UK Consumers may have statutory rights, including:

- (i) a short-term right to reject the Product within 30 days of delivery and receive a full refund;
 - (ii) the right to repair or replacement; and
 - (iii) where repair or replacement is not possible or fails, a price reduction or final right to reject.
-

3

Any commercial warranty, limited warranty or service provided by VanMoof (including the New Vehicle Limited Warranty) is in addition to, and does not replace, restrict or limit, the statutory rights of UK Consumers under the Consumer Rights Act 2015.

4

Right of withdrawal - cooling-off period

- (i) UK Consumers have the right to withdraw from the Agreement without giving any reason within 14 calendar days of the day on which the UK Consumer, or a third party nominated by the UK Consumer (other than the carrier), takes physical possession of the Product (the "Cooling-Off Period").
- (ii) To exercise the right of withdrawal, the UK Consumer must inform VanMoof of their decision to withdraw by means of a clear, unequivocal statement (e.g. a letter sent by post, fax, or email to the contact details set out in clause 9 below). The UK Consumer may use the model withdrawal form available on VanMoof's website, but is not required to do so.
- (iii) The withdrawal period shall be deemed to have been observed if the UK Consumer sends their communication concerning the exercise of the right of withdrawal before the Cooling-Off Period has expired.
- (iv) VanMoof shall reimburse all payments received from the UK Consumer, including the costs of standard delivery, without undue delay and in any event no later than 14 calendar days from the day on which VanMoof is informed of the UK Consumer's decision to withdraw. VanMoof may withhold reimbursement until it has received the returned Product or the UK Consumer has supplied evidence of having sent back the Product, whichever is the earlier.
- (v) The UK Consumer shall return or hand over the Product to VanMoof without undue delay and in any event no later than 14 calendar days from the day on which the UK Consumer communicates their withdrawal. The direct cost of returning the Product shall be borne by the UK Consumer unless VanMoof has agreed to bear those costs.
- (vi) The UK Consumer is only liable for any diminished value of the Product resulting from handling other than what is necessary to establish the nature, characteristics and

functioning of the Product.

(vii) The right of withdrawal does not apply to: (a) Products that have been personalised or made to the UK Consumer's specifications; or (b) Products that have been sealed for health protection or hygiene purposes and which have been unsealed after delivery, where such exceptions apply under the Regulations.

4. Delivery and late delivery (UK clarification)

1

Any delivery dates or delivery periods communicated by VanMoof are indicative only, unless expressly agreed otherwise in writing.

2

Nothing in the Terms and Conditions limits or excludes the rights of UK Consumers in the event of late delivery under applicable UK consumer law.

5. Ride Pro subscription – renewal and cancellation (UK override)

1

Before you sign up, we will clearly show you on the Ride Pro Product Detail Page (PDP) to be consulted via the website www.vanmoof.com:

- exactly how much you will be charged and how often;
 - the minimum length of the subscription (if there is one);
 - how much notice you need to give to cancel;
 - when your subscription will automatically renew; and
 - when we will send you renewal reminders.
-

Renewal reminders

We will send you a written reminder before your subscription renews:

- if you pay monthly: at least once every six months;
- if you pay annually: we will send you one reminder before your renewal date.

Every reminder will tell you:

- when your next payment will be taken;
 - how much you will be charged; and
 - whether the price has changed since your last payment.
-

Your right to change your mind (cooling-off)

You have 14 days to cancel your Ride Pro subscription without giving a reason and without any charge:

- when you first sign up; and
 - In case of an annual subscription: when your subscription renews for another year.
-

Cancelling your subscription

Cancelling is straightforward. You can cancel in the same way you signed up (including through the App), with a single action. You will not be asked to jump through hoops or repeat yourself.

Once you cancel, we will confirm this to you in writing and tell you the date your subscription ends. If you are owed a refund, we will pay it back within 14 days, using the same payment method you used.

What we will never do

We will not:

- make it difficult or confusing for you to cancel;
- charge you extra for cancelling; or
- use misleading tactics to pressure you into keeping your subscription.

6. Unilateral changes to the Terms and Conditions (UK limitation)

1

VanMoof may amend the Terms and Conditions at any time. Where a proposed amendment would materially disadvantage a UK Consumer, the procedure set out in clause 6.2 applies. VanMoof may make the following changes without following the procedure in clause 6.2:

- (i) changes required by law or regulation;
- (ii) changes necessary for security, safety or technical reasons; or
- (iii) non-material changes that do not negatively affect the rights or obligations of the UK Consumer.

2

If a proposed amendment materially disadvantages a UK Consumer, VanMoof will:

- (i) provide clear advance notice of the change, specifying the nature of the change and the date on which it takes effect, with reasonable notice of no less than 30 days prior to the change taking effect; and
- (ii) ensure the UK Consumer has the right to terminate the Agreement (or the relevant subscription) without charge or penalty before the change takes effect, and, where applicable, to receive a pro-rata refund for any prepaid but unused period.

3

Nothing in this clause 6 shall be construed as requiring a UK Consumer to accept any amendment that would remove or restrict their mandatory statutory rights under applicable

UK consumer law. To the extent that any amended term would conflict with those mandatory rights, the mandatory rights shall prevail.

7. No exclusion of liability for mandatory rights

1

Nothing in the Terms and Conditions or this UK Schedule excludes or limits VanMoof's liability where such exclusion or limitation would be unlawful under UK consumer law, including liability for death or personal injury caused by negligence.

8. Data protection

1

VanMoof processes the personal data of UK Consumers in accordance with applicable UK data protection law, including the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018.

2

Full details of how VanMoof collects, uses, stores and shares the personal data of UK Consumers, and of the rights available to UK Consumers under applicable UK data protection law (including the right to access, rectify, erase, restrict processing of, and port their personal data, and to object to processing), are set out in VanMoof's Privacy Policy, which is available at www.vanmoof.com/en-GB/privacy-policy and which forms part of the Agreement.

3

UK Consumers who wish to exercise their data protection rights, or who have concerns about VanMoof's processing of their personal data, may contact VanMoof's Data Protection

Officer at rider.support@vanmoof.com. UK Consumers also have the right to lodge a complaint with the Information Commissioner's Office ("ICO") at www.ico.org.uk.

9. Complaints handling

1

VanMoof is committed to dealing with complaints from UK Consumers promptly and fairly.

2

UK Consumers who wish to make a complaint may do so by:

- (i) contacting VanMoof's customer support team at rider.support@vanmoof.com
 - (ii) writing to VanMoof at Danzigerkade 15-B6, 1013 AP, Amsterdam,
-

3

VanMoof will acknowledge receipt of a complaint within a reasonable period and will endeavour to provide a substantive response within 8 weeks of receipt.

10. Alternative dispute resolution (ADR)

1

In the event that a dispute between VanMoof and a UK Consumer cannot be resolved through VanMoof's internal complaints process, VanMoof commits to engaging in alternative dispute resolution through the following approved ADR scheme: CEDR (Centre

for Effective Dispute Resolution) (contact information available at <https://www.cedr.com/contact-us>).

2

Information about the ADR provider, including how to submit a dispute for ADR, is available at www.cedr.com.

11. Other routes of redress

1

Nothing in this UK Schedule limits the right of a UK Consumer to seek redress through the courts or any other route available under applicable UK consumer law.

2

UK Consumers may also seek free advice and assistance from:

- Citizens Advice at www.citizensadvice.org.uk or by calling 0808 223 1133; and
 - Trading Standards, accessible through the Citizens Advice consumer helpline above.
-

12. Theft Proof Service – exclusion for UK Consumers

1

Notwithstanding any provision in the Terms and Conditions, including Annex 3 (Terms and conditions for the Theft Proof Service), the Theft Proof Service shall not be offered to, nor be available for purchase or use by, UK Consumers.

2

UK Consumers are not eligible for the Theft Proof Service and shall have no rights or entitlements in connection with the Theft Proof Service, whether under the Terms and Conditions, Annex 3, or otherwise.

3

Annex 3 (Terms and conditions for the Theft Proof Service), as well as any other provisions in the Terms and Conditions relating to the Theft Proof Service, shall not apply to UK Consumers and shall be deemed excluded in their entirety in respect of UK Consumers.

4

Any reference in the Terms and Conditions to the availability, purchase or use of the Theft Proof Service shall be interpreted as excluding UK Consumers.

ANNEX 5B: WITHDRAWAL FORM FOR THE UNITED KINGDOM

Download withdrawal
form



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 temporary offer is at the sole discretion of VanMoof and may be withdrawn or revoked at any time. The special or temporary offer referred to below and its terms and conditions are at all 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.

Contact

[T: +31 20 809 0879]

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