

Additional General Terms and Conditions for Professional Rentors

Version 1.1.2 for the MotoShare platform updated on 21 January 2024

These Business Rental Terms and Conditions are an addition to the MotoShare Terms and Conditions and relate to and apply to the use of the MotoShare Service for the rental of motorbikes in the Netherlands as a Professional Rental Provider.

MotoShare advises you to read these Terms and Conditions of Business Rental carefully so that you know your rights and obligations.

1. Definitions:

Rental Agreement: The agreement concluded between a Renter and Rentor via the Platform after the Renter has paid the Rental Fee. Part of the Rental Agreement is the Transfer Form that Renter and Rentor sign at the start and end of the Rental Period and which officially indicates the start and end of the Rental Period.

Renter: Only the private Renter who wishes to rent or lease a Motorbike through the Platform.

Professional Rentor: A legal entity within the meaning of the Civil Code that wishes to offer or is offering a Motorbike for rental through the Platform. An example of a Professional Rentor is a dealer.

MotoShare: The platform MotoShare is operated by MotorConnect B.V., a private company with limited liability, having its registered office at Keizersgracht 520H in Amsterdam and registered with the Chamber of Commerce under number 91867835. We' also means MotoShare.

Insurance Agreement: Regarding rentals between a Renter and Private Rentor, the insurance agreement entered into by MotoShare with Combi Motors Insurance for the rental of motorbikes. With regard to rentals between a Renter and a Professional Rental Company, the insurance contract concluded by this Professional Rental Company itself (outside MotoShare) for the rental of Motorbikes. See also the term "Insurer".

By accepting the terms and conditions, you, as a Professional Rentor, agree to:

1. You will arrange your own all-risk insurance which covers motorbike hire for any damage to the motorbikes, Renter and third parties. When handing over the rented motorbike to the Renter, you go through the insurance conditions with the Renter and the Renter must agree and sign them. Consequences of not having the insurance conditions signed are for your account as Professional Rentor.
2. The excess for a Renter on a Rental Agreement concluded via the MotoShare platform is a maximum of € 1,500 incl. VAT per rental period for a motorbike. Renters can reduce the excess via MotoShare to € 700 incl. VAT per rental period for a fee.
3. In the event of damage, you as a Professional Rentor will charge and recover the excess from the Renter up to the amount specified in the Rental Agreement.
4. In those cases where the Renter has reduced the excess via MotoShare from €1,500 to € 1,000 or €700 incl. VAT, MotoShare shall cover in favour of the Professional Rentor

the damage above the pre-arranged excess amount up to a total maximum amount of €1,500, or the damage amount if lower than the insurance excess.

5. In case Professional Rentor has a lower excess towards the Insurance Company, then € 1,500, MotoShare only covers up to the excess Professional Rentor has towards his Insurance Company as maximum guarantee. MotoShare never covers a higher amount than Professional Rentor has towards his Insurance Company in case of a damage.
6. Guarantee of the excess by MotoShare only occurs if Professional Rentor assesses the damage immediately upon return and despite multiple attempts (at least two) is unable to collect the amount from the Renter. This is at least one calendar month from the time Professional Rentor identifies the damage and invoices the Renter. If this invoice of the Renter's chosen excess as stated on the Rental Agreement is not paid within one calendar month, MotoShare will go through a collection process towards the Renter. If the Renter does not pay the excess even then, MotoShare will stand surety for the excess, supplemented to the maximum of €1,500 and only after proof of invoice and reminders on this invoice from Professional Rentor.
7. In the event of damage, the Professional Rentor shall claim from the Renter only the direct damage to the motor vehicle, up to a maximum of € 1,500 incl. VAT and € 700 incl. VAT per rental period, respectively. Costs of valuations, lost rental turnover and other indirect costs shall not be considered and reimbursed as damages in this context.
8. Guarantee of the excess by MotoShare only covers the cost of required materials for the dealer to repair the motorbike in-house to the condition the motorcycle converted to before start of the rental.
9. The excess guarantee by MotoShare only covers the cost price of the products, the maximum private sale amount including assembly of these products being a maximum of €1,500.
10. In the event of a claim for an excess amount covered by MotoShare, Professional Rentor must include photos of the motorbike from before, and after the accident for MotoShare's assessment.
11. Before recovering excess from MotoShare by guarantee, Professional Rentor must attach a purchase invoice of the required materials, including a completed damage form.
12. In the event that a Renter causes damage that is excluded from insurance under the insurance terms of Professional Rentor, Professional Rentor will itself recover such damage from the Renter. MotoShare is never liable for this, and does not guarantee excess coverage here.
13. Professional Rentor acknowledges that MotoShare is never liable for a higher amount than the maximum excess.
14. Additional kilometres are determined by Professional Rentor and Renter upon return of the motorbike and charged to Renter via MotoShare. Immediately upon receipt, MotoShare will pay on additional kilometres driven to Professional Rentor after remittance of commission.

15. Fines imposed as a result of traffic violations by Renters will be shifted by Professional Rentor onto the Renter otherwise settled between Renter and Professional Rentor. MotoShare does not guarantee this.
16. MotoShare shall never be liable for fraud of Renters or consequential damages thereof.