

# **Bicycle Policy**

1 July 2021 version



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# 1. General

This bicycle policy is an internal corporate document applying to those employees of Biocartis NV and Biocartis Group NV employed in Belgium who are subject to Belgian social security and income tax.

The bicycle policy's aim is to clarify the bicycle allowance and the maintenance and use of the provided bicycles.

This document establishes rules concerning:

- the payment of a bicycle allowance for commuting;
- the provision of leasing bicycles and their use.

# 2. Bicycle allowance

### 2.1 Introduction

Biocartis will pay a bicycle allowance to employees who travel to work partly or entirely by bike. The bicycle allowance shall be calculated based on the number of kilometres travelled.

#### 2.2 Benefits

The bicycle allowance is exempt from social security contributions and income tax.

#### 2.3 Amount

The amount per kilometre is as follows:

- For employees who do not have a company car: 0.24 euro
- For employees who have a company car: 0.15 euro

# 2.4 Combining cycling and public transport

For employees who commute partly by bicycle and partly by public transport, the bicycle allowance can be combined with a contribution to the cost of public transport, on the understanding that the bicycle allowance shall be paid only for the part of the route covered by bicycle.

# 2.5 Combining cycling and driving

The bicycle allowance can also be combined with commuting by car. In this case, the bicycle allowance shall be paid out only for the work days in which employees commute by bicycle.

# 2.6 Requesting the bicycle allowance

• **Permanent employees** can request their bicycle allowance via "MyWorkAndMe"/"eBloxHR": Absence code "Daily commute by bike".





# 3. Provision of leasing bicycles

### 3.1 Introduction

In addition to using their leasing bicycles for professional purposes, especially commuting, employees can also use them for private purposes. When commuting, employees do not have to pay a benefit of all kinds on the provided bicycle.

Using the provided leasing bicycle necessarily implies that employees have taken note of this bicycle policy, and that they agree with following its stipulations.

This bicycle policy can be revised unilaterally by the employer in case of practical necessity, economical reasons, changes in relevant legislation, etc. Employees shall always be notified of these changes.

Employees must note that this bicycle policy is not a static document, but that it is subject to legal amendments and changes in leasing conditions. They explicitly agree that new leasing conditions imposed on the employer can/will be passed on to them.

After every revision, an updated version shall be provided to employees. The latest updated version can be consulted on/in... Should any terms and conditions be missing or open to multiple interpretations in this bicycle policy, management shall decide.

If a stipulations of this policy or a part thereof is found to be void or in breach of applicable legislation, this does not automatically render void or invalid the other stipulations in this policy.

# 3.2 Delivery

The delivery of the bicycle will be communicated to the employee by the leasing company. The date and place of this delivery shall be determined in consultation between the employee and the leasing company. Should the employee fail to collect the bicycle on this agreed date, the agreed date shall nevertheless be considered as the starting date of the contract and the provision shall be initiated.

From the date of delivery, the Employee shall bear all risks relating to the possession, use and custody of the bicycle until the bicycle is returned.

On taking delivery of the bicycle, the Employee shall ensure that the bicycle conforms to his/her order and is equipped with the requested accessories.

# 3.3 Conditions of use

Employees commit to using their bicycles with due diligence during both professional and private trips. Employees also commit to following the rules and procedures of the leasing company. This includes, but is not limited to, the following:

- Employees must maintain their bicycles to keep up their original condition, excepting normal wear and tear resulting from normal use in accordance with the stipulations in this policy and the manufacturer's requirements and recommendations.
- Employees must respect the manufacturer's technical instructions.
- Employees must accurately follow the rules regarding repairs and maintenance included in this user agreement.
- If necessary, employees shall take care of maintenance, technical repairs and the changing of parts at the cost of the leasing company, on the basis of the chosen maintenance option. Should the cost of maintenance and repairs exceed this budget, they are at the cost of the employee. These optional maintenance visits can be scheduled with the employee's usual bicycle dealer, if accepted by the leasing company. Employees must sign a work order written up by the bicycle dealer for every contractually provided maintenance visit. The bicycle dealer shall then contact the leasing company to seek their permission for this maintenance.

Contractually provided maintenance must always be carried out by an official brand





dealer. All repairs, maintenance and changes which are not explicitly provided for in the leasing contract, are at the cost of the employee. Should repairs be necessary due to non-compliance with this stipulation, employees shall be charged with these costs, unless the employee can demonstrate that the damage was caused in another way.

- Employees must always secure their bicycles with the wheel lock, or with a padlock or cylinder lock (if available).
- Employees must check tyre pressure, brake cable tension and the chain regularly, outside the periodical maintenance visits at the bicycle dealer designated by the employer or the leasing company. Employees must also check that their tyre profile is always sufficient.
- Employees shall not make permanent modifications to the mechanics or the body work without the leasing company's express and prior permission.
- Employees commit to keeping their bicycles clean. They must clean the bicycle regularly.
- Employees shall take any and all measures to safeguard the leasing company's property rights in case of garnishment or attachment for sale, or transfer or pledging of the business, or in case of of any judicial or extrajudicial measures which might allow a third party to claim the bicycle or its sale value. They shall send a copy of any relevant documents by registered post to the employer within 48 hours.
- In case of theft or damage, employees must always inform the leasing company within 48
  hours. In case of damage, the leasing company will expect images of the damage. In case of
  vandalism or theft, employees must always file a report with the police and send this to the
  leasing company, together with a picture of the two keys (with the key number clearly
  visible).
- If employees decide not to take over the bike, part and accessories at the end of the agreement, they are required to return the bicycle to the dealer in the same state it was received in, taking into account normal wear and tear relative to use, together with all documents and accessories. When handing in the bicycle at a dealership chosen by the leasing company, an 'intake report' shall be written up, noting all damage or exceptional wear which the employee did not immediately report, ignoring normal wear and tear. The costs of repairs and/or depreciation which are due to anything but normal wear and tear shall be passed on to the employee.
- Wearing high-visibility clothing and a bicycle helmet is recommended (required for the speed pedelec).
- In the specific case of speed bikes (<45km/h), employees must confirm that they have a driving licence valid in Belgium, and they must send a copy of their driving licence to CYCLIS Bike Lease. CYCLIS Bike Lease shall register the bicycle and arrange the civil liability.
- Employees commit to participating responsibly in traffic, and to respecting traffic rules. All traffic fines shall be payable by the employee. Costs resulting from late payment of fines shall also be payable by employees.

An entry agreement regarding the Flex Income Plan shall be signed with every employee. The stipulations concerning the "provision of leasing bicycles" as stipulated in current policy are an integral part of the entry agreement. The current stipulations shall only end if the provided bike was handed in and the employee has carried out all resulting obligations.

By signing the entry agreement, employees agree to comply strictly with all rules and regulations in the bicycle policy.

## 3.4 Insurance

During the leasing period, the bicycle is insured against theft and material damage as per annex 1. If necessary, employees shall always contact the leasing company.





Exemptions per instance of damages are as follows:

- In case of total loss or theft:
  - \* Employees can order a new bicycle with a recommended retail price lower than or equal to the previous one within the existing contract, and the three-year contract shall simply continue. The franchise is 10% of the bicycle's list price.
  - \* Employees can order a new bicycle with a lower or equal recommended retail price and commence a new 36-month contract. In this case, the franchise is €0.
- In case of damages, €25 shall be charged.

# 3.5 Replacement bicycle

Cyclists have the right to a replacement bicycle if the repairs or delivery of a new bicycle after damage or theft takes longer than 8 working days, and shall be entitled to one for a maximum of 38 days (a month and a week).

# 3.6 Breakdown assistance

This option is only available if it was chosen in advance and included in the leasing contract. The leasing company's current partner is VAB, and this assistance shall follow VAB's terms and conditions (see annex 2). VAB can be reached 24/7 on the number +32 3 253 61 38.

# 3.7 Maintenance

The standard maintenance budget is €300 for 3 years. The budget can be modified per €50, with a maximum of €1200. The maintenance budget cannot amount to more than one-third of the initial purchase value (list price). This budget is intended for maintenance at employees' local bicycle dealer. It can also be used to buy accessories during the leasing period.

# 3.8 Employee liability

From the date of receipt until the moment of restitution, employees carry all risks regarding the possession, the use and the custody of the bicycle.

All fines or violations arising from the employee's use of the bicycle are payable by them. They must ensure they pay these costs in a timely fashion.

Employees shall be entirely liable, both civilly and criminally, for all traffic fines and/or all accidents. The leasing company shall not intervene on the employee's behalf in the case of human damage or third-party damage.

### 3.9 Termination of the contract

# Order cancellation before receipt of the bicycle

If an employee wishes to terminate the agreement in the period between ordering and receiving the bicycle, the employer can choose whether to proceed with the user agreement or to dissolve it at the employee's expense, requiring the latter to pay compensation.

One of the elements of the loss suffered by the employer is the compensation they must pay to the leasing company from which the employer ordered the bicycle. If the leasing company chooses to terminate the contract and seek compensation, the employer shall do the same and charge the employee with the full cancellation cost charged by the leasing company.

### **Employment contract suspended for more than one month**

If an employee's employment contract is suspended for more than one month, the employee can choose between:

- Either the leasing price to be paid by the employer shall be invoiced to the employee after one month's suspension, until the moment where the suspension of the employment contract is lifted. The employee shall also pay the part they are covering for the employer. After all, for this period there is no salary from which the employer can withhold anything.





- Or, the employee takes over the bicycle against payment of the outstanding debt at that moment.

Employees must inform the employer of their choice at least 2 weeks before the start of the suspension. In absence of a decision, employees are deemed to have chosen the first option.

# **End of the leasing contract**

The leasing contract ends in the following cases:

- At the end of the 36-month lease term. In that case the employee has the choice to
  - o return the bicycle (and possibly select a new one via Flex Income Plan)
  - take over the bike at the residual value
- **End of the employment contract**: when the employment contract is terminated, employees can :
  - take over the bicycle, parts and accessories against payment of the residual value/outstanding debt,
  - or they can return the bicycle. Employees must return the bicycle, parts and accessories to the leasing company (currently CYCLIS Bike Lease), and pay severance compensation amounting to 6 times the monthly leasing cost.
- **In case of theft**: if the bicycle is not found on Belgian territory within 30 days after a declaration of theft, provided that the leasing company was informed of this theft with a picture of the lock's two keys and provided a police report was filed.
- **In case of total loss**: at the moment of the accident, provided that the total loss was reported to the leasing company within 3 working days, and provided that the total loss is confirmed by a bicycle expert/dealer appointed by the leasing company. By signing this agreement, employees agree with the former's analysis.

### 3.10 Parties involved

# The employer

Biocartis NV or Biocartis Group NV

For the management of its leasing bicycles, the employer has signed an agreement with the leasing company CYCLIS Bike Lease. Depending on market factors, the employer may unilaterally decide to change leasing companies.

### The leasing company

CYCLIS Bike Lease shall remain the owner of the lease bicycles during the full leasing period, and is tasked by the employer to:

- Manage the costs of the leasing bicycles;
- Take care of all administration with official authorities and insurance companies;
- Monitor employees' use of the leasing bicycles as per this policy;

At the request of the employer, the leasing company provides employees with their leasing bicycles.

# The employee

Employees use the leasing bicycles in accordance with this policy's principles. By ordering a leasing bicycle, they agree with the stipulations in this bicycle policy.

We strive for optimal collaboration throughout the leasing contract, which will benefit all three parties.





# 3.11 Allocating conditions and modalities

Within the framework of mobility, the employer provides the employee with a leased bicycle through the Flex Income Plan.

The employee who chooses to lease a bicycle in accordance with this policy shall make his/her choice known through the Flex Income Plan application in MyWorkAndMe. The employee shall also submit a statement of honor regarding the use of the leased bicycle for commuting purposes, this is done via the Flex Income Plan application in MyWorkAndMe.

Specifically, the employee must confirm whether the bicycle is also used on a regular basis for commuting to and from work (commuting by bike), or for purely private use (no commuting by bike).

- Commuting by bike:

If the company bicycle is used for commuting, no tax benefit and no social security contributions are charged, neither for the commuting nor for the purely private trips.

- No commuting by bike:

If the company bicycle is not used for commuting and there is only purely private use, a benefit in kind is declared subject to payroll tax and social security contributions.

The value of this benefit is equal to the lease price, including insurance, paid by the employer.

If the legislation regarding the calculation of the benefit in kind is changed, this new regulation will be applied without compensation from the employer.

# **Duration of the leasing agreement**

The employer provides employees with their leasing bicycle for a duration of 36 months.

# 4. Final declaration and privacy

This bicycle policy shall come into effect on 1 July 2021 and shall replace all previous versions.

The employee cannot derive any rights from this Lease Bike Policy in any way. The employer reserves the right to change this Lease Bike Policy.

Employees' data used as per this policy or related procedures are subject to Biocartis' applicable privacy regulations.

# 5. Contact details

## The leasing company

CYCLIS Bike Lease NV Hendrik Van Veldekesingel 39A bus 1.02 3500 Hasselt

Tel: +32 11 73 01 15 or +11 800 11 183

Email address: info@CYCLIS.be or offerte@CYCLIS.be

Opening hours:

Each work day from 8:30 until 17:00.





# **Breakdown assistance**

VAB

Tel: +32 3 253 61 38

! Always keep your SO number at hand in case of breakdowns!

Opening hours:

24/7.





# 6. Annexes

### ARTICLE 1: INSURANCE RISKS AND CONDITIONS

- The insurer shall compensate damage to the insured bicycle on the basis of:
  "All risks": all material damage and/or losses, regardless of the cause.
- "Theft": Theft of the entire bicycle and damage to the bicycle resulting from it.

  2) The coverage is always subject to the conditions and limitations as mentioned in the current terms and conditions.
- Office the same conditions.

  3) Damage to and/or their of accessories is covered, on the condition that the insured bicycle has also been damaged and/or stolen entirely, and insofar as the value of the accessories is included in the insured value.

  4) Cyclists shall receive a replacement bicycle if the repairs or delivery of a new
- bicycle after damages or theft takes longer than 8 working days, and shall be entitled to one for a maximum of 38 days (a month and a week). In this case, a specific arrangement shall be made.
  5) The insured value is €25.000 per bicycle, unless otherwise agreed.

- Exemption:
   In case of total loss or total theft of the bicycle:
- st The bicycle shall be replaced and a new contract starts CO exemption
- \* The bicycle is replaced within the existing contract: 10% discount on the list price
- In all other cases: €25
- Battery: 20%/year on the battery's value for bicycles older than 1 year.

- ARTICLE 2: DEFINITIONS

  1) Bicycle: the bicycle described in the insurance policy.

  2) Accessory: extra parts attached to the bicycle (screw-tight or not). A bicycle helmet is regarded as an accessory which is not screw-tight.
- Batteries and chargers of electrical bicycles and displays (removable or not) which are supplied with the bicycle are regarded as integral parts of the bicycle, and therefore not
- as accessories.

  3) Safety lock: the lock mentioned in the insurance policy.

  4) Insured value: the purchase price paid including VAT (if not recoverable) and optionally, the value of the accessories. Discounts given shall not be included in the insured value. The insured party can include the value of the accessories in the insured
- insured value. The insured party can include the value of the accessories in the insuvalue. Those not included in the insured value are not covered.

  5) The insured party: the natural or legal person signing the insurance policy and eligible for the payment of the insurance compensation.

  6) The insurer: the insurance company described in Article 12.
- 7) The insurance policy: the insurance policy consists of the special conditions titled "insurance policy" and the current general terms and conditions appended to the special conditions.
- a) if the entire bicycle has been lost to theft and is not recovered within 7 days;
- b) if it is no longer technically possible to repair the bicycle;
- c) if the repair costs are higher than the bicycle's value before the damage was incurred, minus the value of the remains.

## ARTICLE 3: EXCLUSIONS

- The following are excluded from coverage:

  1) In the case of theft insurance: damage due to attempted theft.

  2) Damage due to fraud or damage caused by the insured party or someone with an
- interest in the payment.

  3) Damage due to theft if the bicycle was not locked with the safety lock mentioned in
- the insurance policy.
  4) Repair costs of wear and tear and damage due to depreciation.

- 4) Repair torst or wear anti-call design or construction defects.

  5) Damage due to manufacturing, design or construction defects.

  6) Leaky tyres when not accompanied by other insured damage.

  7) Thet of unattached (not screw-tight) accessories including but not limited to GPS devices, board computers etc. if the bicycle is not entirely stolen.

  8) Damage to unattached (not screw-tight) accessories including but not limited to
- GPS devices, board computers etc. if the bicycle is not damaged.

  9) Damage to or theft of clothing, shoes or any other possessions or accessories of the
- 10) Damage due to radioactive contamination, chemical, biological, biochemical or
- electromagnetic weapons, and the abandonment of radioactive goods.

  11) Damage, theft and/or costs generated by seizure, forfeiture and any instance
- resulting from contraband, illicit trade or smuggling.

  12) Contractual and/or extracontractual liability of the insured party resulting from damage and/or theft, caused in whatever capacity by the insured goods and items.

  13) Damage, theft and/or costs caused directly, indirectly, entirely or partially, by
- terrorism, war, strikes, rioting, including civil war or acts of violence of a collective nature, whether these are combined with revolts against public authority, civil commotions, lock-outs or disturbances resulting from labour disputes.
- 14) Indirect damage, theft and/or costs, even when resulting from an insured danger.

ARTICLE 4: SANCTION CLAUSE

The guarantee under the present insurance shall not be received in all cases where sanctions, limitations or prohibitions imposed by any and all competent national, international or supranational governments, which prevent the insurer from providing

- ARTICLE 5: THE INSURED PARTY'S GENERAL OBLIGATIONS

  In order to be eligible for payouts, the insured party must comply with the following obligations:
- 1) Provide all information and documents requested by or in name of the insurer, and follow instructions.
- 2) In case of the loss of one of or all the keys, a duplicate of the key(s) must be made. New keys cannot be made in other cases.
- 3) The insured party must maintain the bicycle according to the manufacturer's or the dealer's guidelines, and repair defects in a timely fashion. 4) The insured party cannot participate in races, trainings or preparations with the

- 5) The insured party cannot rent out the insured bicycle.
  6) The insured party cannot use the bicycle when intoxicated (alcohol, drugs, etc.) and/or under the influence of medicine not prescribed by a doctor.

If the insured party does not comply with one or more of the obligations mentioned in this article, and there is a causal link between this non-compliance and any damage, this damage shall not be covered by the insurance policy.

#### ARTICLE 6: THE INSURED PARTY'S PARTICULAR OBLIGATIONS FOLLOWING DAMAGE

- 1) In case of damage, the insured party is required to limit the extent of the damage as much as possible.
- 2) The insured party is required to do the following as quickly as reasonably possible, and preferably within a period of 5 days, in the case of theft of or damage to the insured bicycle: - Report the theft or damage to Equinox C&M BVBA (Terlindenhofstraat 36, 2170 Merksem, Tel: +32 3 225 10 56, e-mail: info@equinoxinsurance.be).
- In case of theft, report it to the local police and send the police report to Equinox
- C&M BVBA.

   Notify C&M BVBA immediately if the stolen bicycle is recovered.

   Pass on all documents received which relate to the damage to Equinox C&M BVBA

If the insured party did not comply with the obligations listed in this article, the insurer can render reduced insurance services up to the amount of the losses suffered.

#### ARTICLE 7: START, DURATION AND END OF THE INSURANCE

The duration of the agreement is established on the same insurance certificate. All policies can be extended for a period of 1 year, with a maximum duration of 5 years. This extension must be requested from Equinox C&M before the policy's end date.

Both parties can terminate the policy in writing, taking into account a notice period of

- a) before the yearly end date;
- b) as per the provisions of the Insurance Act (wet op verzekeringen) of 4 April 2014.

ARTICLE 8: PREMIUM PAYMENT

The insurance premium is a debt payable at the address of the debtor. The premium payment to Equinox C&M BVBA are deemed to be active payments as they act as the insurer's trustee. The premium must be paid on the date mentioned on the end date notification.

ARTICLE 9: AREA OF COVERAGE
The insurance is valid in the European Community, the United Kingdom, Norway and Switzerland.

- ARTICLE 10: CLAIMS SETTLEMENT

  1) The insurer shall compensate the damage subject to the exemption.

  2) If the stolen bicycle is recovered before the replacement bicycle is delivered, the insured party must take back the recovered bicycle, within 30 days after the theft was
- 3) If compensation was paid and the stolen bicycle is recovered, the insured party must notify Equinox C&M BVBA and relinquish the recovered bicycle to the insurer.
- 4) In case of total loss, the insurer shall pay out compensation in kind only once by delivering a new, similar and/or equivalent bicycle up until the maximum insured value. The delivery shall be made by a Team Cyclis network bicycle dealer.
- 5) In case of material damage, the repair costs and replaced accessories shall be compensated up to the maximum insured value, subject to the exemption. If the repair costs are higher, the bicycle is a total loss. Repairs shall be done by a Team Cyclis network bicycle dealer.
- 6) Subrogation: By paying for the damage, the insurer shall meet all rights and claims of the beneficiary up until the amount compensated. By signing the insurance certificate, the insured party grants us the right to take any and all protective measures towards the liable party.
- 7) Expertise: Insofar as the damage cannot be established by mutual agreement, it shall be established by an expert named by Equinox C&M BVBA at the cost of the insurer. The damaged pieces must be made available until a mutual agreement has been

ARTICLE 11: JURISDICTION

Any and all disputes related to this insurance shall be presented to the court competent for the insured party's home address.
Belgian Data Protection Act of 8 December 1992. The personal data mentioned in this

document shall be collected in files, in order to administer the contract.

Belgian legislation, among others the Insurance Act (wet op verzekeringen) of 4 April

2014, shall apply to this contract. The insured party can send any and all complaints regarding this contract to either:

\* Polygon-cs, Corporate & Specialty c/o ERGO Versicherung AG (Gateway House,
Brusselstraat 59, unit 3/B2, 2018 Antwerpen, Tel: +32 3 345 90 W, Email:

info@polygon-cs.com) \*\* or Ombudsman van de Verzekeringen, de Meeûssquare 35, B-1000 Brussels (Tel: 32 2 547 58 71, Fax: + 32 2 547 59 75).

#### ARTICLE 12: THE INSURER

ERGO Versicherung AG (Victoriaplatz 2, 40477 Düsseldorf, Germany) 100% company under German law with a capital of C 78.673.606, registered in the Düsseldorf trade register under the number HRB 36466, respresented by its subsidiary: ERGO Versicherung AG, branch office France, 21 Boulevard Haussmann, 75009 Paris), registered in the Paris trade register under the number 819 062 548.





# **Technical assistance in Belgium, Luxembourg and the Netherlands**

This package is valid in Belgium, Luxembourg and the Netherlands

# Breaking down is defined as:

- The guarantee applies to registered bicycles in Belgium, Luxembourg or the Netherlands at a distance of at least 1 kilometre from the cyclist's domicile, which are technically or legally immobilised in an unexpected fashion. This immobilisation can be due to an accident, technical defects, flat tyres, battery problems, vandalism, theft, or attempted theft.
- Assistance is only provided if the bicycle is on a road which can be accessed by a VAB
  assistance vehicle, or within 250 metres' walking distance of a road which can be accessed
  easily by a VAB assistance vehicle. The cyclist shall do everything possible to get as close to
  public roads as possible.
- In order to receive assistance, the cyclist must be present near the bicycle when assistance is provided, except when undergoing urgent medical treatment.

# **Services provided by VAB:**

- Sending over VAB road assistance in order to repair (permanently or temporarily) the bicycle.
- If the bicycle cannot be repaired on the spot, cyclists have a right to have the bicycle transported once, for free. The bicycle and the cyclist will be brought home or to a workshop. The cyclist can be taken along for the ride to the bicycle's destination. VAB cannot be held liable for luggage during the transport. A maximum of 1 extra bicycle and cyclist can be taken along, if this additional cyclist was accompanying the broken-down cyclist.
- In case of theft, VAB shall organise everything and take over the costs for the insured party's transport to the point of departure or arrival, up to a maximum of €80. This guarantee shall only be granted if the insured party can demonstrate that all possible precautions were taken to minimise the risk of theft, and that the theft was declared with the police.

• The standard CYCLIS Bike Lease assistance is described above. If agreed upon, e.g. in the case of specific B2B agreements, different arrangements can be made. Specific procedures shall be agreed upon in that case. CYCLIS Bike Lease can impose specific towing addresses. E.g., a brand A bicycle must be brought to an official brand A dealer. Custom arrangements can entail different assistance rates.

### When will assistance be provided?

- VAB commits to providing assistance to entitled cyclists 24 hours per day, 7 days per week, every day of the year.
- Persons insured can ask for assistance during the entire CYCLIS Bike Lease programme.
- If a breakdown takes place on a day near the end of (but within) this period and assistance is required after this period, VAB shall still provide assistance.
- Calling an exclusive CYCLIS Bike Lease number and identifying oneself as a customer of CYCLIS Bike Lease is sufficient to receive assistance as described in the annexes to this agreement.
- If the bicycle does not appear in CYCLIS Bike Lease's database at the moment of the request, the cyclist in need of assistance shall need to sign a document agreeing to pay the costs of VAB's intervention, should it emerge later that the cyclist was not entitled to CYCLIS Bike Lease's assistance.
- In order to receive assistance, the cyclist must be by the bicycle when the technician arrives.





# **Exclusions**

The following are not guaranteed as part of this agreement:

- The price of materials or replacement parts.
- Interventions after incidents which do not immobilise the bicycle.
- Dealership repairs and any possible maintenance costs.
- Costs resulting from work not requested from VAB.
- Transport of cargo (goods and/or animals).
- Salvaging operations and/or crane work.
- All damage, breakdowns or accidents resulting from organised training or participating in races.
- This agreement does not cover theft or damage to items or accessories resulting from breakdowns and accidents.
- Assistance to bicycles already in a dealership.
- Towing by order of the government or police.
- All cases of abuse and/or fraud.
- Breakdowns due to modifications, the placement of accessories or the use of non-original parts.
- Breakdowns due to lack of maintenance.
- Interventions requested in places not reachable by VAB assistance vehicles.
- Interventions at the home address or within a radius of 1km around the home address, or the journey's start or end point.
- Medical assistance to the cyclist.
- Telephone costs incurred to reach the assistance department.
- Lost keys to an external lock.

VAB cannot be held liable for damage, delays, hindrances or the non-provision of guaranteed assistance should this be due to force majeure such as e.g., war, civil war, revolution, insurrection, strikes, confiscation or distress warrants from and by public authorities, nuclear reaction, radioactivity, extreme natural phenomena, breakdowns of the power grid or telephone network. VAB reserves the right to refuse or immediately terminate the guaranteed assistance in case of abuse or fraud on the part of the beneficiary.

