



# General Conditions of Sale and Supply





## Contents

<b>Article 1</b>	<b>Definitions</b>
<b>Article 2</b>	<b>Identity of the enterprise</b>
<b>Article 3</b>	<b>General</b>
<b>Article 4</b>	<b>Offers and conclusion of Agreements</b>
<b>Article 5</b>	<b>Termination</b>
<b>Article 6</b>	<b>Use of the Shuttel Card</b>
<b>Article 7</b>	<b>Blocking the Shuttel Card</b>
<b>Article 8</b>	<b>Prices and payment</b>
<b>Article 9</b>	<b>Liability</b>
<b>Article 10</b>	<b>Intellectual property and copyright</b>
<b>Article 11</b>	<b>Exclusivity</b>
<b>Article 12</b>	<b>Privacy and Data Protection</b>
<b>Article 13</b>	<b>Conflicting provisions/precedence</b>
<b>Article 14</b>	<b>Transfer</b>
<b>Article 15</b>	<b>Applicable law and disputes</b>



## 1. Definitions

In this Agreement, terms written with an initial capital letter have the following meaning to aid their interpretation and application:

- |      |                              |  |
|------|------------------------------|--|
| 1.1  | Agreement                    | The "Shuttel Services Agreement" including all annexes, on the basis of which Shuttel supplies one or more Shuttel Cards, Shuttel Charging Keys and/or Shuttel Fuel Cards to Users.  |
| 1.2  | Customer                     | The legal entity that has entered into an Agreement with Shuttel to purchase a Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card.  |
| 1.3  | General Terms and Conditions | These General Conditions of Sale and Supply  |
| 1.4  | Goods and/or Services        | Any third-party Mobility Services and/or products to be supplied by Shuttel on the basis of the Agreement for the benefit of the Customer and its Group Companies (e.g. discount travel, fleet management, journey recording) that the User may use and are invoiced by Shuttel to the Customer on the basis of an Agreement. The Goods and/or Services will include complete or partial designs and any supporting documentation underlying them and any Goods and/or Services arising therefrom. |
| 1.5  | Mobility Provider            | Providers of Mobility Services and related Goods and/or Services that accept the Card, Charging Key and/or Fuel Card as a means of registration for the delivery of their products and services, such as bicycle and car rental companies, taxi firms, transport operators and fuel suppliers.   |
| 1.6  | Mobility Services            | Goods and/or Services that the Customer can purchase from Mobility Providers with the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card, in respect of which a direct agreement is concluded between this Mobility Provider and the Customer for the use of the Mobility Services to which Shuttel is not a party.   |
| 1.7  | Shared Cards                 | Shuttel Cards that can be made available to employees in consecutive order.  |
| 1.8  | Service Providers            | Mobility Providers or other service providers, concerned with the use, supply and/or purchase of Goods and/or Services, to the User.   |
| 1.19 | Shuttel                      | Shuttel B.V., see Article 2.   |
| 1.10 | Shuttel Card                 | A public transport chip card manufactured by Trans Link Systems that is purchased by the Customer on the basis of the Agreement and with which the User can purchase Mobility Services from Mobility Providers.  |
| 1.11 | Shuttel Charging Key         | A Charging Key offered by Shuttel that is purchased by the Customer on the basis of this Agreement and with which the User can purchase Mobility Services from Mobility Providers (e.g. electric charging of a car at a charging station)  |
| 1.12 | Shuttel Fuel Card            | A Fuel Card offered by Shuttel that is purchased by the Customer on the basis of this Agreement and with which the User can purchase Mobility Services from Mobility Providers (e.g. purchasing fuel from a filling station)   |



- 1.13 Transaction Any recorded action performed with a Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card, the app and /or portal.
- 1.14 User A natural person designated by the Customer who is entitled to use the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card.

## 2. Identity of the enterprise

Name of enterprise: Shuttel B.V.  
Doing business as: Shuttel

Registered address Zuiderinslag 2, NL-3833 BP Leusden, the Netherlands  
Business premises at: Stationsplein 1 E, NL-3818 LE Amersfoort, the Netherlands

Helpdesk telephone number: +31 33 303 4600  
Availability: Weekdays 8.00 am to 6.00 pm  
Helpdesk e-mail: [advies@shuttel.nl](mailto:advies@shuttel.nl)

Chamber of Commerce number: 22027181  
VAT number: NL 006070802B01

## 3. General

- 3.1. These General Terms and Conditions govern Agreements with Shuttel and the use of the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card by Users.
- 3.2. These General Terms and Conditions govern our Agreements only, regardless of any (previous or other) reference by the Customer to its own or other general terms and conditions. Shuttel expressly rejects any general terms and conditions declared applicable by the Customer.
- 3.3. Shuttel is not a party to the legal relationship between the User and the Service Providers. If the User uses the Goods and/or Services, a direct agreement will be entered into with the Service Provider. The relevant Service Provider may declare its own general terms and conditions applicable to that agreement.
- 3.4. Shuttel has the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions will be notified to the User no later than 4 weeks before they take effect.

## 4. Offers and conclusion of Agreements

- 4.1. All offers made by Shuttel are entirely without obligation, indicative and non-binding unless explicitly stated otherwise in writing.
- 4.2. Shuttel's offers have a standard validity of thirty (30) days.
- 4.3. An Agreement between Shuttel and the Customer will only be concluded if:
  - i) the Customer has expressly accepted Shuttel's offer/quotation in writing or has sent a written confirmation in that respect; and
  - ii) Shuttel has acknowledged the Customer's order in writing.

## 5. Termination

- 5.1. Shuttel may, in addition to the other rights to which it is entitled, suspend and/or wholly or partially rescind the Agreement with the Customer at any time, without further notice of default and judicial intervention and without being liable to pay damages to the Customer, by giving notice in writing to the Customer if:
  - the Customer does not fulfil, or does not fulfil properly or on time, one or more obligations under the Agreement;



- the Customer is unable to pay its due and payable debts or leaves its due and payable debts unpaid, or becomes insolvent;
  - bankruptcy of the Customer is applied for;
  - suspension of payments of the Customer is applied for;
  - a request for application of a statutory debt restructuring scheme is made on behalf of the Customer or is granted with respect to the Customer;
  - the Customer has misused and/or committed fraud with the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card; and/or
  - If a person or an entity other than the Customer's current parent company (i) has become the holder of more than 50% of the shares in the Customer's share capital, or (ii) can exercise more than 50% of the voting rights at the Customer's general meeting, of shareholders, whether or not by virtue of an agreement with other parties entitled to vote;
  - the Customer's assets are seized; and/or
  - Shuttel is unable to provide some or all of the Mobility Services as agreed.
- 5.2. If any of the situations described in paragraph 1 of this article arises, the Customer is under the obligation to inform Shuttel accordingly without delay.
- 5.3. In the event of termination of the Agreement, costs for Goods and/or Services provided will be calculated and invoiced to the Customer up to and including the month in which Shuttel received the last Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card to be returned. The fee for an individual Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card is payable by the Customer up to and including the end of the month in which Shuttel received the relevant Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card to be returned.
- 5.4. Terminated Shuttel Cards, Shuttel Charging Keys and/or Shuttel Fuel Cards must be returned by the Customer to Shuttel by post within 10 (ten) business days after termination of the Agreement. If the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card is not returned on time, the sum of €15 will be charged. Any Shuttel Cards, Shuttel Charging Keys and/or Shuttel Fuel Cards not returned to Shuttel will be blocked to prevent misuse, provided that they have been unsubscribed to Shuttel in writing.
- 5.5. In the event of termination by Shuttel of the Agreement or blocking by Shuttel of a specific Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card, the Customer is obliged to compensate Shuttel in full and Shuttel is also entitled to compensation for all other costs and loss, damage or injury (including statutory interest) incurred as a result of the termination. In this case, Shuttel is entitled to discontinue all services with immediate effect.

## **6. Use of the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card**

- 6.1. The Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card can be used by the User only in respect of the Goods and/or Services supported by Shuttel.
- 6.2. When the Card, Key and/or Fuel Card is used at a Mobility Provider, both the Customer and the User agree to the costs associated with that Transaction. Consent to the payment means that the relevant costs will be charged to the Customer or User and will be paid by the Customer or User to Shuttel.
- 6.3. The Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card is issued by Shuttel. The User will treat the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card with care.
- 6.4. The Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card is personal. The User is the only person entitled to use the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card.
- 6.5. The Customer may also purchase Shared Cards in addition to or instead of personal Shuttel Cards, Shuttel Charging Keys and/or Shuttel Fuel Cards. These Shared Cards, Shared Keys and/or Shared Fuel Cards may be used by various Users under the responsibility and liability of the Customer. The options for use of the Shared Cards, Shared Keys and/or Shared Fuel Cards may differ from the standard Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card.
- 6.6. It is not permitted to damage or alter the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card or use it contrary to these General Terms and Conditions or the Shuttel instructions and manuals.



- 6.7. In the event of loss or theft of the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card, the Customer must report this to Shuttel immediately via the helpdesk<sup>1</sup> Shuttel can block the Shuttel Card, Shuttel Charging Key and/or Shuttel Fuel Card, and send a replacement to the User. In the event of loss or theft, the cost of the Goods and/or Services purchased will continue to be payable by the Customer up until the moment that the loss or theft has been reported in writing by the Customer to Shuttel.
- 6.8. Shuttel is not liable for misuse of the Shuttel Card and any resulting costs. In the event of misuse and/or fraud, or the suspicion of misuse or fraud (which in any case includes: duplicating, altering or copying the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card and/or using it improperly), the Customer must report this to Shuttel immediately. Shuttel can then block the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card and request the User to return the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card in question to Shuttel. The Customer and the User will be obliged to cooperate in this respect. The Customer, also deemed to include the User, will do everything reasonably possible to prevent misuse. The Customer indemnifies Shuttel against all direct loss, damage or injury caused by the misuse of the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card.
- 6.9. In the event that the situation referred to in Articles 6.7 or 6.8 becomes apparent, the User must return the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card to Shuttel after it has been blocked if the User recovers or retrieves it.
- 6.10. The Customer and User may not infringe intellectual property rights in any way, including the unauthorised use of the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card by modifying, altering or circumventing the application(s), software and security measures provided or otherwise hindering their operation.

## **7. Blocking the Shuttel Card**

- 7.1 Shuttel is entitled to block the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card and the use of and access to Mobility Services, if there is (or appears to be) one of the following situations:
  - a) the Customer and/or User fails to comply with its payment obligation;
  - b) the Customer and/or User fails to cooperate with a reasonable request from Shuttel;
  - c) there is a suspicion that fraudulent acts are being committed with the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card;
  - d) the Customer has been declared bankrupt or has been granted a suspension of payments; or
  - e) the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card is being used contrary to the purpose for which the cards are intended.
- 7.2. Shuttel will block the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card at the Customer's request, where there is or appears to be one of the following situations:
  - a) the Customer reports the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card as lost or stolen or returns it in the event of misuse or suspected misuse); or
  - b) the Customer confirms that the relationship between the User and the Customer has ended.

## **8. Prices and Payment**

- 8.1. Shuttel's prices are exclusive of turnover tax and other government levies.
- 8.2. Shuttel's rates may be adjusted annually. Shuttel will communicate price and/or rate changes to the Customer in a timely manner and in writing.
- 8.3. In the event of changes in the rates for the Goods and/or Services as established by the Service Providers, Shuttel will pass on these changes to the Customer. Where possible, price and/or rate changes for the Goods and/or Services will be communicated to the Customer in a timely manner and in writing.

---

<sup>1</sup> See Article 2 for the telephone number and email address



- 8.4. Payment must be made without deduction, discount or set-off within thirty (30) days of the invoice date. Payment must be made in the currency stated on the invoice by transfer to a bank account designated by Shuttel.
- 8.5. Shuttel will charge the Customer the fee for the Services, the transaction costs and/or other (consumption) costs for the Goods and/or Services referred to in the Agreement on a monthly basis in arrears - in the first week of the following month - on the basis of actual transactions by the User(s). If Shuttel sees cause to do so, Shuttel may adjust the invoicing frequency, in consultation with and subject to the written consent of the Customer.
- 8.6. If the outstanding amount for the transaction costs for the Goods and/or Services referred to in Article 8.5 is found to be permanently pre-financed by Shuttel (on average equal to or more than €100 per Shuttel Card), the Customer will deposit with Shuttel an amount per Shuttel Charging Key and/or Shuttel Fuel Card of at least 10% of the expected annual transaction costs and/or other (consumption) costs (which expected annual costs will be determined on the basis of the costs charged over the previous two (2) months). Upon termination of the Agreement for any reason whatsoever, Shuttel will repay to the Customer this deposit amount, after set-off of all costs and without compensation for interest.
- 8.7. In the event of non-timely settlement of any payment, Shuttel is entitled, without any prior notice of default being required, to charge the statutory commercial interest on the total arrears on a monthly basis. Part of a month is calculated as a whole month.
- 8.8. Costs for activating the Goods and/or Services or costs for issuing one or more new Shuttel Charging Key and/or Shuttel Fuel Card are to be borne by the Customer.
- 8.9. Shuttel's administration is leading for invoicing.
- 8.10. Complaints or objections relating to the amount of Shuttel's invoices to the Customer will not result in the suspension of the Customer's payment obligation.
- 8.11. If the Customer does not agree with a Transaction on the invoice, the Customer may dispute it by addressing the relevant Mobility Provider. The Customer must do so as soon as possible, giving reasons, after receipt of the invoice. The Customer cannot dispute a Transaction on the grounds that a Mobility Provider or Service Provider has failed to perform its obligations, for example due to delays or breakdowns. The Customer likewise cannot dispute a Transaction on the grounds that a User has forgotten to check out or that the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card has been stolen or lost, or that the Shuttel Charging Key and/or Shuttel Fuel Card has been misused.
- 8.12. If Shuttel has received back the disputed amount from the Mobility Provider, Trans Link Systems or the Service Provider, it will be deducted from the amount charged to the Customer.

## 9. Liability

- 9.1. Shuttel's liability for an attributable failure in the performance of the Agreement is limited to compensation for direct loss, damage or injury incurred by the Customer. Shuttel is not liable for any indirect damage, consequential loss (including: trading loss, stagnation loss, loss of profit, lost savings, reduced goodwill, loss of data files, loss of customers, reputational damage, damage caused by third parties recommended by Shuttel to the Customer and (engaged and) approved by the Customer and loss, damage or injury arising from claims made by the Customer's customers.
- 9.2. Shuttel's maximum liability is limited to an amount equal to the annual fee that the Customer owes Shuttel under the Agreement.
- 9.3. Shuttel will not be liable if this loss, damage or injury results from a failure in the services provided by TLS<sup>2</sup>, a supplier and/or a Mobility Provider.
- 9.4. Shuttel will not be liable for any loss, damage or injury, howsoever caused, relating to the Goods and/or Services purchased by the Customer and/or the User using the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card and/or resulting from the blocking or confiscation of the

---

<sup>2</sup> [www.translink.nl](http://www.translink.nl)



Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card. In such cases, the Customer will have to hold the relevant Mobility Provider, supplier or service provider liable.

- 9.5. Shuttel does not warrant that the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card will be available at all times, without interruption. This is because the functioning of the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card depends on multiple external factors, including Mobility Providers and the functioning of computer and telecom systems belonging to Shuttel or third parties.
- 9.6. Shuttel will not be liable if the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card cannot be used promptly, fully or at all.
- 9.7. The Customer's entitlement to compensation will at all times be subject to the Customer having notified Shuttel by registered letter of the loss, damage or injury within two (2) weeks after it has occurred. Each claim for compensation submitted to Shuttel will lapse twelve (12) months after the loss, damage or injury has occurred without a report having been submitted as set out in this paragraph of the General Terms and Conditions.
- 9.8. The Customer will indemnify Shuttel against any claim by any third party against Shuttel (including but not limited to customers, employees or other users of the Customer) in respect of Goods and/or Services supplied or to be supplied by Shuttel and/or in connection with any breach by the Customer of the applicable laws and regulations, including the General Data Protection Regulation, the Works Councils Act and/or the arrangements as laid down in the Agreement. The Customer will also reimburse Shuttel for the costs of defence against such third-party claims reasonably incurred by Shuttel.

## **10. Intellectual property and copyright**

- 10.1. All current and future intellectual property rights, including (but not limited to) copyright, in all Goods and/or Services, including the Shuttel app(s) and online portal(s) as well as associated or underlying documentation and/or working documents, are held exclusively by Shuttel. To the extent necessary, the Customer will, at Shuttel's request, perform all acts necessary to transfer intellectual property rights to Shuttel in the manner prescribed by law. The Agreement will not result in any transfer of intellectual property rights by Shuttel to the Customer.
- 10.2. The Customer is expressly forbidden to reproduce or publish information, data and other materials obtained under the Agreement without Shuttel's prior consent in writing. The Customer is not entitled to remove, change or add any indication concerning or reference to intellectual property rights, including but not limited to copyright, trademarks or trade names of, from or in relation to the Goods and/or Services, including indications concerning confidentiality and secrecy.

## **11. Exclusivity**

For the avoidance of doubt, the Parties hereby confirm that they do not grant each other exclusivity regarding the subject-matter as set forth in this Agreement.

## **12. Privacy and Data Protection**

- 12.1. Insofar as the data processed by Shuttel and/or the Customer as part of the performance of the relevant Agreement contains personal data, Shuttel and/or the Customer will process it in accordance with the applicable privacy legislation, including but not limited to the General Data Protection Regulation.
- 12.2. Shuttel is the controller of the processing operations of which the purpose and means is determined by Shuttel, including the processing in respect of the Shuttel Card, the Shuttel Charging Key and/or Shuttel Fuel Card and the Shuttel environment. The Mobility Providers are the controller for the processing in respect of their Mobility Services. The privacy statement of the Mobility Provider concerned applies to these processing operations.





- 12.3. The Customer itself is responsible for complying with applicable laws and regulations in connection with the use of Shuttel's Goods and/or Services, including but not limited to informing the Users about the processing of their personal data (including about the parties that will receive the data) and comply with the applicable legal requirements that may arise, for example, from the General Data Protection Regulation and/or the Works Councils Act.
- 12.4. Shuttel's Privacy Statement as available on Shuttel's website ([www.shuttel.nl](http://www.shuttel.nl)) applies.

### **13. Conflicting provisions/precedence**

If these General Terms and Conditions and the Agreement contain conflicting provisions, the provisions contained in the Agreement prevail. Only the Agreement may depart from these General Terms and Conditions.

### **14. Transfer**

- 14.1. Shuttel has the right to transfer its business or parts thereof, including customer agreements, to third parties if, at the time of the transfer, such third parties can reasonably be deemed capable of continuing the services at a similar level and on similar terms and rates immediately after the transfer.
- 14.2. The Customer will not wholly or partially transfer any of its rights or obligations under the Agreement to a third party without Shuttel's prior consent in writing.

### **15. Applicable law and disputes**

- 15.1. All of Shuttel's offers and Agreements are governed exclusively by the laws of the Netherlands.
- 15.2. Any disputes arising from an offer and/or Agreement subject to the present General Terms and Conditions, or any further agreements ensuing from such Agreements, will be adjudicated by the District Court of Midden-Nederland, Utrecht location, unless Shuttel prefers to have the dispute adjudicated by the court competent in an adjoining dispute for reasons of its own.