

## **General Terms and Conditions of Mama Taxi Mobility B.V.**

These General Terms and Conditions shall apply to all agreements concluded between the Customer and Mama Taxi Mobility B.V. (hereinafter to be referred to as: 'the Transport Provider').

### **1. Transport agreement**

- 1.1 A transport agreement shall be formed between the Customer and the Transport Provider when the Customer steps into one of the Transport Provider's vehicles (or a vehicle furnished by the Customer). The transport agreement shall end when the Customer steps out of the Transport Provider's vehicle.

Even if the Customer does not pay separately for each trip, but instead utilizes a subscription, a separate transport agreement shall be formed each time that the Customer travels with the Transport Provider.

- 1.2 The Customer shall timely furnish the Transport Provider with the information which it needs to plan the route properly and shall also timely inform it of the vehicle which the Customer wishes to use. This relates specifically to the number of clients, possible limitations in their mobility, additional requirements, departure locations and destinations, and desired pick-up or arrival times.
- 1.3 The Transport Provider must transport the Customer with due care and in a safe manner. In addition, the Transport Provider shall seek to achieve the most efficient trip duration in planning the routes.
- 1.4 The Customer must follow all of the directions or instructions given by the Transport Provider. Moreover, the Customer must not damage and/or soil the vehicle, consume alcoholic beverages in it, transport and/or use drugs in it, smoke in it, or impede the Transport Provider from performing its duties in any way.
- 1.5 The Transport Provider may immediately discontinue the trip if the Customer causes such a nuisance that the Transport Provider cannot reasonably be required to transport the Customer further. The Transport Provider shall order the Customer to leave the vehicle immediately in that case.
- 1.6 The Transport Provider may suspend the performance of its obligations if it is temporarily prevented from fulfilling its contractual obligations towards the Customer due to a situation of force majeure.

### **2. Payment**

- 2.1 Insofar as the agreement does not state otherwise, the Transport Provider shall send the Customer a monthly digital invoice with an overview of the trips taken and the agreed fee. The invoices shall be sent by e-mail.
- 2.2 The Transport Provider may raise its fees once a year.

- 2.3 Insofar as the agreement does not state otherwise, the amounts owed by the Customer must be paid within 14 days after the digital invoice is received. If the Customer does not fulfil its payment obligations on time, the Customer shall owe statutory commercial interest and the Transport Provider may charge the extrajudicial collection costs incurred by it (15% of the outstanding amount).

### **3. Liability**

- 3.1 The Customer must compensate the Transport Provider for any damage which it causes the Transport Provider.
- 3.2 The Transport Provider shall never be liable for damage, except if and insofar the damage suffered was caused by wilfulness or gross negligence on the Transport Provider's part. The foregoing shall not apply if the Transport Provider may not limit its liability under mandatory legal provisions. Consequential damage shall in any event not be compensated.

### **4. Rescission/termination**

- 4.1 If the Customer does not fulfil one or more of its obligations (or does not do so in a timely or proper manner), is declared insolvent, is granted a temporary or other suspension of payments, or liquidates its business, the Transport Provider may – at its discretion and while retaining any right it has to compensation of costs, damage and interest – suspend the performance of the agreement or rescind the agreement in whole or in part through a written statement (without a prior notice of default).
- 4.2 If the Customer wants to terminate the agreement without there having been any breach by the Transport Provider and the Transport Provider consents to this, the agreement shall be terminated by mutual agreement.

### **5. Disputes**

- 5.1 Any disputes existing between the parties shall exclusively be settled by the competent court in Rotterdam, the Netherlands.
- 5.2 Dutch law shall apply.