

BICYCLE RENTAL AGREEMENT

GENERAL CONDITIONS

The rental of the bicycles and accessories mentioned in this contract is regulated by all the parties that form this document that for convenience will be called "Rental Documentation". These General Terms have been drawn up under the provisions of D.lgs. 206/2005, Part III, Cape I, Sez. II subsequent modifications and additions. Each purchase transaction is governed by the provisions of D. Lgs 185/99.

1. The Service Manager is FUN & BIKE DI SCIROCCO PAOLO based in Via Piovega, 59 - 33013 - Gemona del Friuli (UD) - VAT number 15585321001. Customer is the person of the adult who signs the rental agreement for personal use and/or in favor of third parties (e.g. an accompanied child). If a single customer rents multiple bikes, each vehicle will be paired with a specific user. You are a guarantor and responsible for any damage caused by the driver or drivers of the bicycles and accessories covered by the contract. In order to obtain the rental of a bicycle and any accessories, the Customer must present two valid identity documents belonging to him (identity card and alternatively tax code, driver's license or passport) and an identity document for each user present on the contract, which will be stored in paper and/or electronic form for warranty purposes and for any fulfillments related to this contract. These documents will still be made available to customers as they may be necessary for their holiday enjoyment needs. The use of the bicycle is reserved for adults unless the minor is accompanied by an adult, who assumes responsibility for it (see manleva above).

2. The Service Manager may refuse to rent the bicycle to a person deemed to be unable to take it, according to Articles 186 and 187 of the Road Code or for other reasons, and in any case to the unquestive judgment of the Manager himself. To confirm the booking, a 100% prepayment of the amount and the payment as a security deposit of Euro 500 for each pedal-assisted bike rented is required. This security deposit must be secured with an international credit card. with embossed numbers, only registered to the Customer under the contract. The payment of the service can also be made with different payment method, electronic and non-electronic, in accordance with the current legislation. The security deposit will be fully returned to the return of the bicycles if they have not been caused any damages such as having to reimburse the Manager according to Page 2 table called "Price List charged in case of damage or theft of bicycles".

3. When the bicycle is delivered, the Customer and the Service Manager will check the status of the bike. Taking over the complete bicycles of any accessories, the Customer recognizes them as exceedingly efficient and declares that they have checked them in advance and have found them suitable for the agreed use. Any aesthetic damage present at the time of delivery will be reported on the rental conditions. The customer undertakes to return the bicycle and accessories to the same place of initial delivery and at the appointed times. Return to a location other than the initial delivery location must be authorised in advance and, in this case, the related costs of recovering the bikes by the Rental Manager, will be charged to the customer and added to the rental cost. The rental conditions do not provide any assistance during the trip or the rental period. In the event of a mechanical failure not dependent on bicycle malfunctions, the customer will have to repair himself. If bicycles or accessories are delayed from the agreed time, the cost of half a day's rental will be charged every 4 hours of delayed delivery from the eleventh minute late. The vehicles and accessories covered by this rental data contract must be returned, in accordance with the schedule communicated, to the same place where it was rented. The same are considered returned only if returned directly to the Manager; parking of goods outside the rental point during closing time cannot be considered. Failure to return without prior communication or otherwise not motivated by exceptional cases, will be considered as a crime of theft and therefore reported to the Judicial Authority. The customer

states that he is aware of the opening hours of the rental point which, in addition to being present on the site www.funandbike.it are present together with the contact telephone numbers, within this contract.

4. Bicycles are to be used exclusively under the responsibility of the customer, only as means of transport for recreational purposes. The customer is required to pay back the bicycles and accessories in the state and conditions in which they were at the time of their delivery. In the event of new damages, the amount defined by Page 2 will be charged as "Price List Charged in case of damage or theft of bicycles" that the Customer with the subscription of this contract declares to have read, understood and accepted. You must comply with the terms of use and the rules of the road code and will be held solely responsible in the event of a violation of the road code. The use of the bicycle assumes the physical fitness of those who intend to carry it. Therefore, the Customer, by signing the conditions and the rental letter, assumes all the responsibility by declaring that he and all the users for whom he signs the contract, of adequate physical capacity to drive and know how to manage the bicycle, thus taking full responsibility for the damage possibly caused for his or her fault and/or negligence. It is absolutely forbidden to perform acrobatic manoeuvres of any kind and participation in races or competitions, as well as the use other than the exclusive recreational purpose.

5. You are responsible for the damage caused during the use of the bicycle or bicycle and related accessories (if there are more than one user) to yourself, to third parties, to third-party things, to bicycle(s) and accessories. Any fact, damage or injury resulting from the movement and use of the bicycle is attributable to the Customer alone. The Customer is therefore solely responsible by lifting the FUN & BIKE DI SCIROCCO PAOLO from any civil and criminal liability for the damage caused to himself, to third parties, to things and to the means themselves. In the event of the non-return of the bicycle(s) for reasons due to the theft of the bicycle itself, you must submit to the Manager of the rental service copy of the theft complaint filed with the relevant offices and pay as compensation for the damage indicated in The Table of Page 2 called "Price List charged in case of damage or theft of bicycles". This sum will be returned by the Customer Service Manager if the vehicle is found in the same condition as it was at the beginning of the period relating to this contract.

6. The violation of even one of the provisions of Articles 1, 2, 3, 4 and 5 will legitimize the Landlord to terminate the contract under Art. 1456 of the Civil Code and damages.

7. The rental ratio referred to in this Agreement and any other reporting it is governed by Italian law. For any dispute arising from the reports governed by the "Rental Documentation", firm and unreviewed as required by Article 33, paragraph 2, letter u, of the Code of Consumption (Legislative Decree. 206/2005) i.e. the Forum where the Consumer resides or is electively domiciled, is exclusively responsible for the Udine Forum.

8. In the case of contrast between this version and the English translation, the Italian translation will prevail, which is the only legally valid text between the parties. The Customer expressly states, under and for the effects of Articles 1341 and 1342 of the Civil Code, that he has read and understood clauses 3), 4) and 5) concerning the consequences in the event of damage or theft of the means, of failure to return, of damage to himself or to third parties and the exclusion of all liability of the Manager and of approving them specifically.

The customer declares that he has taken a look and awareness of the rental conditions and the regulation for the provision of the bike rental service that constitutes for all intents and purposes the law of the user contract whose general contractual terms he claims to know and accept. You also state that you are informed, under D. Lgs. 196/2003, that: a) the personal data provided will be processed for institutional purposes related to or instrumental to the management of the service; b) the processing of the personal data provided will be carried out in computerised and manual manners and in any case in order to ensure the protection of the confidentiality of the data; (c) the provision of data is mandatory both in order to be able to access the service and to allow the Service Manager to be able to manage subsequent procedural requirements; failure to provide the required data means that the service cannot be accessed; (d) the data provided may be communicated to other public or private entities only for strictly functional procedural requirements for the purposes referred to in the letter a); (e) The Customer may exercise the rights of art. 7 of D. Lgs. 196/2003, such as the deletion, the anonymous transformation, the blocking of data processed in violation of the law, the integration, the data update, etc. f) the holder of the data processing is FUN & BIKE OF SCIROCCO PAOLO based in GEMONA OF FRIULI (UD), Via Piovega, 59, to which the Customer will be able to apply for the rights of the aforementioned. 7 of D.Lgs.196/2003.