

TERMS AND CONDITIONS

"The rental of bicycles and accessories referred to in this contract is regulated by all the parties that make up this document which for convenience will be called ""Rental Documentation"". These General Conditions have been drawn up in accordance with the provisions of Legislative Decree 206/2005, Part III, Chapter I, Sec. II subsequent amendments and additions. Each purchase transaction is governed by the provisions of Legislative Decree 185/99.

1. The Service Manager is FUN & BIKE DI SCIROCCO PAOLO with registered office in Via Paolo Diacono, 1 - 33013 - Gemona del Friuli (UD) - VAT number 15585321001.

Customer means the adult who signs the rental contract for personal use and / or in favor of third parties (for example an accompanied minor). In case of rental of several bicycles by a single customer, each vehicle will be combined with a specific user. The Customer is responsible for any damage caused by the driver or drivers of the bicycles and accessories covered by the contract. To obtain the rental of a bicycle and any accessories, the Customer must show two valid identity documents belonging to him (identity card and alternatively tax code, driving 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 obligations relating to this contract. The aforementioned documents will still be left available to customers as they may be necessary for their needs to enjoy the holiday. The use of the bicycle is reserved for adults unless the minor is accompanied by an adult, who assumes responsibility (see indemnity above).

2. The Service Manager may refuse the rental of the bicycle to a person not considered able to drive it, in accordance with articles 186 and 187 of the Highway Code or for other reasons, and in any case at the sole discretion of the Manager himself. To confirm the reservation, a prepayment of 100% of the amount and a deposit of € 500 is required for each rented pedal assisted bicycle. This security deposit must be guaranteed with an international credit card. with embossed numbers, made out exclusively to the Customer signing the contract. The payment of the service can also be made with different payment methods, electronic or not, in compliance with current legislation. The security deposit will be fully returned upon return of the bicycles if no damage has been caused to them such as to have to reimburse the Manager according to the Table on page 2 called "Price list charged in case of damage or theft of bicycles".

3. At the time of delivery of the bicycle, the Customer and the Service Manager will check its status. By taking delivery of the bicycles complete with any accessories, the Customer recognizes them as mechanically efficient and declares to have previously checked them and to 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 at the same place of initial delivery and at the established times. The return to a place other than the initial delivery must be authorized in advance and, in this case, the related costs of recovery of the bicycles by the Rental Manager will be charged to the Customer and added to the rental cost. The rental conditions do not provide for any assistance during the trip or rental period. In the event of a mechanical breakdown not dependent on malfunctions of the bicycle, the Customer must provide for the repair independently. In case of delay in returning bicycles or accessories compared to the agreed time, the cost of half a day of rental will be charged every 4 hours of delayed delivery starting from the eleventh minute of delay. The vehicles and

accessories covered by this rental contract must be returned, in compliance with the times communicated, in 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 return. Failure to return without prior notice or in any case not motivated by exceptional cases, will be considered as a crime of theft and therefore reported to the Judicial Authority. The Customer declares to be 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, solely as a means of transport for recreational purposes. The Customer is required to diligently guard and undertakes to return the bicycles and accessories in the state and condition in which they were at the time of their delivery. In case of new damages, the sum defined by the Table on page 2 called "Price list charged in case of damage or theft of bicycles" will be charged, which the Customer with the signing of this contract declares to have read, understood and accepted. The Customer must comply with the instructions for use and the current rules of the highway code and will be held solely responsible in case of any violation of the same. The use of the bicycle presupposes the physical fitness of those who intend to ride it. The bikes are equipped with a satellite device, for the sole purpose of protecting the company's assets, necessary for immediate identification in case of theft of the bikes. Therefore, the Customer, by signing the conditions and the rental letter, assumes all responsibility by declaring to be equipped, he and all the users for whom he signs the contract, with adequate physical capacity to ride and know how to manage the bicycle, thus assuming all responsibility for any damage caused by his or their fault and / or negligence. It is absolutely forbidden to perform acrobatic maneuvers of any kind and participation in competitions or races, as well as use other than the exclusive recreational purpose.

5. The Customer is responsible for damage caused during the use of the bicycle or bicycles and related accessories (in the event that there are more than one user) to himself, to third parties, to third party things, to the bicycle(s) and accessories. Any fact, damage or injury resulting from the circulation and use of the bicycle (s) is attributable to the Customer alone. The Customer is therefore solely responsible by relieving FUN & BIKE DI SCIROCCO PAOLO from any civil and criminal liability for damage caused to himself, to third parties, to things and to the means themselves. In case of failure to return the bicycle (s) for reasons due to the theft of the same (s), the Customer must submit to the Rental Service Manager a copy of the theft report submitted to the competent offices and pay as compensation for the damage the sum indicated in the Table on page 2 called "Price list charged in case of damage or theft of bicycles". This sum will be returned by the Service Manager to the Customer in case of any discovery of the vehicle in the same condition in which 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 Lessor to terminate the contract pursuant to art. 1456 of the Civil Code and compensation for damages.

7. The rental relationship referred to in this Agreement and any other relationship deriving from it are governed by Italian law. For any dispute arising from the relationships governed by the "Rental Documentation", without prejudice to the provisions of Article 33, paragraph 2, letter u, of the Consumer Code (Legislative Decree 206/2005), i.e. the Court where the Consumer resides or is electively domiciled, the Court of UDINE has exclusive jurisdiction.

8. In the event of a conflict between this version and the English translation, the Italian translation shall prevail, which is the only legally valid text between the parties.

The Customer expressly declares, pursuant to and for the purposes of Articles. 1341 and 1342 of the Civil Code to have read and understood clauses 3), 4) and 5) concerning the consequences in case of damage or theft of the vehicles, non-delivery, damage to itself or third parties and the exclusion of any liability of the Manager and to approve them specifically.

GEMONA DEL FRIULI, li _____ SIGNATURE _____

The Customer declares to have read and become aware of the rental conditions and the regulations for the provision of the bicycle rental service which constitutes for all purposes of the law user contract whose general contractual conditions he declares to know and accept. The Customer also declares to be informed, pursuant to Legislative Decree 196/2003, that: a) the personal data provided will be processed for institutional purposes connected or instrumental to the management of the service; b) the processing of personal data provided will be carried out using computerized and manual methods and in any case in such a way as to guarantee the protection of data confidentiality; c) the provision of data is mandatory both in order to access the service and to allow the Service Manager to manage the subsequent procedural obligations; failure to provide the requested data will make it impossible to access the service; d) the data provided may be disclosed to other public or private subjects exclusively for procedural obligations strictly functional to the pursuit of the purposes referred to in letter a); e) the Customer can exercise the rights referred to in art. 7 of Legislative Decree no. 196/2003, such as cancellation, transformation into anonymous form, blocking of data processed in violation of the law, integration, updating of data, etc. f) the data controller is FUN & BIKE DI SCIROCCO PAOLO based in GEMONA DEL FRIULI (UD), Via Paolo Diacono, 1, which the Customer can contact to assert the rights referred to in the aforementioned art. 7 of Legislative Decree 196/2003."

