

GENERAL CONDITIONS OF SALE

RENTAL OF SCOOTERS/ MOUNTAIN BIKES/ BIKES/ ELECTRIC VEHICLES

SUBJECT

These Terms and Conditions apply to the rental of property proposed by the Lessor including on the website www.trolib.com. Accordingly, the fact for a Renter to make a reservation on the Site or to rent a property of the company prevails full and full acceptance of these general conditions of lease which the Renter acknowledges to have read prior to booking or rental. This acceptance consists in the fact for the user or the Lessee to sign or check the box corresponding to the following phrase: «I acknowledge acquainted with the General Conditions of Sale and accepts them in their entirety». If the reservation is not made on the site, the lease agreement is signed by both parties when the reservation is made. If the reservation is not made on the site, the lease agreement is signed by both parties when the reservation is made. Otherwise, any commencement of performance of the contract shall constitute acceptance of these conditions. These Terms and Conditions of Rental are accessible at any time on this Site and will prevail over any other version. The Lessor reserves the right to modify at any time these Terms and Conditions of Rental. In this case, the applicable conditions will be those in force on the date of booking.

1. GENERAL INFORMATION

The purpose of this contract is to define the conditions of organization and responsibilities for rental of scooters, bikes, ATVs and electric vehicles, between the Lessee and the Tenant. This contract shall only enter into force for the duration of the service provided. The Tenant expressly declares to have read the Presents in their entirety

2. TERMS AND CONDITIONS

Reservation of the service can be made by email, telephone or the Renter's website. Accepted payment methods are cash, PayPal, cheque, vacation cheques, CB. A deposit of 30% of the amount is required when booking the service. The remaining 70% is payable on the day of the benefit.

The Lessee undertakes for a number of participants, in no case a lower number of participants on the day of the performance than the expected number will result in a decrease of the expenses incurred or a refund

2.1. To subscribe to a lease agreement, the tenant must present a valid identification document or a proof of domicile. The Lessor may keep a copy of the documents, and require a financial guarantee of 500 to 1500€ per leased property, the delivery of which is made by any means accepted by the Lessor, who may cash it at any time, without prior notice, in charge of returning it after full payment of the sums due and return of the leased property in good condition. The amount of the financial guarantee does not limit the financial liability of the tenant that may be incurred beyond that amount. The tenant must be a major. For minors the contract can only be subscribed by a major accompanying it and who assumes the responsibility

2.2. The Lessee declares that it is fit for the use of the leased property, that its state of health and/or physical and/or mental condition is fully compatible with the use of the leased property. He declares that his minimum weight is 30 kg and his maximum weight is less than 120 kg. For safety reasons, the Lessor reserves the possibility of not renting or delivering the leased property if he considers that the Lessee does not clearly meet such suitability criteria.

2.3. A helmet is provided by the Lessor and its port is mandatory. Any tenant not using the helmet alone will insure the risks and consequences without the liability of the Landlord being sought.

2.4. The Lessee must comply with the instructions for using the leased property given by the Lessee. In case of violation of the rules of conduct, prudence or instructions of use the Tenant is solely responsible and is responsible for any claims, damages including to himself and their consequences. The Lessee undertakes to use the leased property with the required care and diligence. Rental takes effect upon delivery by the Lessor of the leased property and accessories, the risks are then transferred to the Lessee who will assume custody of it under his sole responsibility. The duration of the lease is as shown in the rental voucher.

3. TARIFS

The rates mentioned are expressed per person and in Euros. They are available on the website of the Loueur and its professional brochure. Tariffs are subject to change without notice, and only become final upon receipt of the confirmation.

The total payment of the rental must be made at the beginning of the rental before any use and delivery of the keys. In case of delay either in the taking of possession or at the time of restitution, any time begun shall be due. The tenant, who wishes to pay online all or part of the rental must:

- Complete the online virtual basket by selecting the desired services and dates;
- complete the identification form on which it will indicate all the details requested or give its customer number if it has one and accept these CGV
- select the payment method, at any time, the Tenant can correct any errors in its order
- validate and confirm your order after checking
- make the payment under the conditions laid down

All the data provided and the recorded confirmation will be considered proof of the transaction. The confirmation will be valid for signature and acceptance of the transactions carried out and the General Terms of Sale of the Rental Agreement. The Lessor shall communicate by e-mail or any other means at its convenience, the confirmation of the order registered, in accordance with the provisions of Article L121-19 of the Consumer Code, containing all the information, the description of the leased goods and the total price of the order. For any amount in excess of 120 euros, in accordance with Article L. 134-2 of the Consumer Code, the Lessee shall archive proof of the Rental contract in paper or electronic format during applicable legal deadlines. The tenant has access to this document at any time, upon request made to the Lessor by attaching a proof of his identity. In case of an error of the

customer during the order, he must within a maximum of 24 hours from the order refer to the Lessor by e-mail and to correct the incorrect information. The Lessor will acknowledge receipt and cancel the initial order if the deadline has been met and replace a new order taking into account the new specifications, provided, however, that these new data comply with the initial price.

RIGHT OF WITHDRAWAL (ARTICLE L121-20- 12 CONSUMER CODE)

If the contract is concluded through the site, the Tenant shall have a revocation period of fourteen days not later than from the receipt of its order confirmation to cancel it without justification, compensation, penalty or charge. For the exercise of this right, the Renter must contact the Renter

by email «contact@trolib.com» to make his request for withdrawal. In any event, after this period, the rental cannot be cancelled for any reason whatsoever, the settled amount remaining acquired in all cases to the Lessee. Where the right of withdrawal is exercised, the Lessor is obliged to reimburse the Lessee for all the sums paid, without undue delay and at the latest within fourteen days from the date on which he is informed of the decision of the tenant to withdraw. The Lessee makes the refund using the same means of payment as that used by the Lessee for the initial transaction, except with the express agreement of the Lessee to use another means of payment and to the extent that the reimbursement does not entail any costs for the Lessee. Above and beyond, the sums due shall be automatically increased by the legal interest rate if the repayment takes place no later than 10 days after the expiry of the time limits laid down in the Code of Consumption, 5 % if the delay is between ten and twenty days, 10 % if the delay is between twenty and thirty days, 20 % if the delay is included between thirty and sixty days, 50 % between sixty and ninety days and five additional points per new month of delay until the price of the product, then the legal interest rate. By exception, this withdrawal period will not apply if the rental starts before 14 days.

4. CANCELLATIONS / AMENDMENTS

In case of cancellation:

- 24 hours or more before the start of the rental, The Lessor reserves the right to claim a cancellation fee of 30 % of the total amount of the booking.
 - in the last 24 hours before the start of the rental, The Lessor reserves the right to claim a cancellation fee of 100 % of the total amount of the reservation.
- Cancellation fees will not be charged in the event of illness (with a certificate) of the tenant, or in the event of inappropriate weather conditions (bad weather, very severe wind).

5. ACHIEVEMENT

5.1. A valid booking voucher (or voucher) must be presented to the Lessor. Reservation can be made by telephone, on the website of the company TROLIB, directly on site, by a partner affiliated to the lessor. The tenant must arrive at the time of the booked rental. In case of delay of more than 20 minutes or absence, the rental can be cancelled by the Lessor and the amounts committed will be due.

5.2. Upon delivery of the leased property, the tenant shall receive from the Lessor detailed and sufficient security instructions. Participation in this training session is mandatory. If, during the appraisal, the Lessor has doubts about the capacity of the lessee to master the use of the leased property, it reserves the right to cancel the lease and to proceed, if necessary, to refund the sums paid. If, during the rental, the Lessee does not comply with the safety and compliance instructions for users or equipment set out in Article 1 of this contract, the Lessee reserves the right to terminate the lease immediately, without reimbursement.

5.3 No person shall drink, eat, use a telephone, camera or camera while driving.

5.4. If a repair is to be carried out on the leased property due to a breakdown or technical defect and the rental is rendered impossible, the Tenant may choose either a rental on another date within the limits of availability, a refund of his reservation, or a voucher of the same value valid for one year for a new rental contract.

5.5. If the leased property is an electric scooter, it is considered to be a pedestrian within the meaning of the road code. The Tenant therefore undertakes not to drive on a public road dedicated to motorized vehicles, not to take the roads. All road crossings must therefore be carried out on pedestrian crossings which are properly materialised and under the terms and conditions laid down by law for pedestrians.

5.6. During parking, the Lessee undertakes to protect the leased property by means of the anti-theft provided by the lessor, and to retain the keys of the leased property as well as that of the anti-theft. Parking must comply with parking rules

6. RESPONSIBILITIES

The Lessor has underwritten a liability insurance for the Lessee (contract Allianz Insurance under number 53871533) and users designated for any personal and material damage caused to third parties within the limits of the law of 27 February 1958. The liability of the Lessee and the designated participants will not be incurred once the Lessor's insurers have assigned the entire loss to an identified third party.

In all other cases, the liability of the Lessee and of the designated or non-designated users or having custody will be incurred and the Lessee will already discharge it to the Lessee and his insurance company. The Signatory Lessee of the Agreement is To be the guarantor of compliance with the Road Traffic Act and any legislative or regulatory provisions in force;

fully responsible for the group whose users are specified in the Rental Agreement. The Lessor shall not be held responsible for any personal belongings forgotten or lost during the rental, or for any dirt.

Each member of the group is responsible for their personal belongings. The Tenant acknowledges to be fully responsible for the material and for its custody until its actual return. It acknowledges that it is fully responsible for any theft or damage caused. In the event of damage to the equipment made available, the Lessee undertakes to repay the amount of work necessary to restore the equipment (see appendix). The Tenant is personally liable for damage, damage and theft suffered by leased property and also covers, where appropriate, the period of immobilization of the leased property and the resulting financial loss. "Damage" means the cost of necessary repairs that will be estimated by the Lessor and the cost of a loss of Lessor's insurance bonus to its broker. In case of total loss on leased property or on their flight, the total purchase price on the date of said loss shall be due by the Lessee. Each tenant is required to follow the rules of the "Charter of Good Conduct" document. Each Tenant shall be personally liable for any violation of the Highway Code and for any personal and material damage caused by the Tenant on the accompanied trip. Accordingly, the Lessor cannot be held liable for any accident or injury during the exit.

However, the Lessee cannot be held responsible for the harmful consequences of the hidden defects of the leased equipment or the apparent wear and tear unfit for its intended use, where proof of such defects or wear can be provided by the Tenant. In the event of theft or damage by a third party, the Lessee must make within one hour a declaration to the competent judicial authorities stating the identification of the equipment, the date and circumstances of the flight and transmit the originals to the Renter. In case of theft of the leased property, during the duration of the service, the Lessee must pay a minimum deductible of 500€ to the Lessee.

7. EFFECT INCORPORATION, DISPOSAL AND RECOVERY

The equipment is made available by the Renter at the specified place. Only the return of the material in its entirety causes the rental to cease. The return of the material to a different place than that provided for in the contract can only be done with the express agreement of the Lessor. In this case, all costs incurred by the Lessee in repatriating the equipment to the contractual place shall be borne by the Lessee.

Any extension of the duration of the service may not be made without the express consent of the Lessor or the signature of new special conditions. In case of non-compliance with the scheduled time or date of return and in the absence of express agreement of the Lessor, the Tenant is exposed to the consequences of a complaint for misappropriation and breach of trust and to all the measures that will be taken with the public authorities to find the unreturned material.

The risks will be transferred to the Lessee upon delivery of the equipment and its accessories, the Lessee will assume full custody of it.

Rental is granted in consideration of the users mentioned in the special conditions subject to prior approval by the Lessor, in particular in view of the age requirements required by type of equipment. Any use of the material by a non-designated user will automatically result in the Tenant's liability.

Any loan or sub-lease of equipment is strictly prohibited. In no case may the Lessor be held responsible even partially for any violation or violation of any kind of laws or regulations committed by a designated or unnamed user. The Lessee immediately gives a discharge to the Lessor and his insurance company and declares to be responsible in solidarity with the participants who have custody of the equipment in this case.

In addition to cases where the Lessee could be held liable for any damage arising directly or indirectly from the use or custody of the Equipment, and in all cases where the Equipment would be used by non-participants-designated, the Lessee undertakes among other things:

-Familiarize yourself with the "Trolib Code of Conduct" and refer to it for the use of the equipment used, as well as to ensure compliance;

-To assign only the equipment to the tenants nominatively designated under special conditions;

-In the event that some of the users are minor, to hold the authorisation, if necessary, of the legal officers for their participation in the use of the equipment and to repair solidarily, within the meaning of Article 1384 of the Civil Code, any damage caused by the latter;

-To be the guarantor of compliance with a maximum speed for electric scooters of 6km/h on sidewalks and plazas and although it is maximum of 25km/h not to be in breach of Decree 2009-911 of 27 July 2009 on the conditions of sale, sale and lease of certain motor vehicles;

-To be the guarantor of compliance with the Road Traffic Act and any legislative or regulatory provisions in force;

-To guarantee the closed footwear and the provided helmet and the use of anti-theft;

-To guarantee the use of equipment outside the taxiways for electric scooters and the crossing of these tracks on protected passages; To ensure a minimum age of 14 years for users of motorized scooters

To ensure the use of supplied anti-theft devices whenever necessary.

The Lessee declares to be fit for use of the material subject of the Presents and does not have among other things medical contraindications or any order.

8. EQUIPMENT

The equipment and accessories are delivered in good working order and exposed bodywork. In the event of a mechanical anomaly after the equipment has been taken over by the Lessee, the Lessee must inform the Lessor as soon as possible, otherwise the equipment will be deemed to have been delivered in good mechanical condition. By express agreement between parties, the Lessee is strictly prohibited from intervening on the equipment in the event of failure. In case of disagreement on the amounts of damage remaining to the tenant. The Tenant will have the possibility within 72 hours of the notification of the sums remaining due, to request at its expense a contradictory expertise realized by an expert approved by the insurer of the lessor. The report of the expert shall be binding on the Parties.

9. DOV

The Renter has no coverage for the theft. In this case, the Tenant undertakes to file a complaint as soon as possible with the nearest police or gendarmerie and immediately send a copy of the document to the Renter. The amount of the stolen equipment will in this case be fully due to the Lessor. If the equipment is subsequently recovered and returned to the Lessor, the deductible paid will be refunded to the Lessee less the amount of compensation for any damage suffered and the duration of deprivation of enjoyment limited to 30 days. In case of theft by the Lessee, misappropriation or any damage resulting from non-compliance with the rules of use or regulations in force, or the terms and conditions of this contract, the Lessor is entitled to exercise recourse for the entire damage.

10. EVICTION OF THE LESSOR

The accessories supplied with the equipment must not be removed or modified by the Lessee. The material may not be assigned or given back as security. The Lessee generally undertakes not to consent in respect of the rented thing to any right, real or otherwise, for the benefit of anyone, likely to affect its enjoyment or to limit its availability or full ownership of the Lessor.

11. VARIOUS

All video or photo recordings made by the Lessor during the rental period may be used by the Lessor for promotional or other purposes and may be published. Upon simple written request, the Lessee may ask the Lessor to withdraw a publication. Under no circumstances may the participant be entitled to any financial consideration.

12. PARTIAL INVALIDITY

If one or more stipulations of these general rental conditions are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.

12.1 - Absence of Waiver

The fact that one of the parties does not invoke a breach with the other party to any of the obligations referred to in these general rental conditions cannot be interpreted for the future as a waiving the obligation in question.

12.2 - Applicable Law

All the clauses contained in these general rental conditions, as well as the leasing operations referred to therein, are subject to French law.

12.3 - Computers and Freedoms

The information and personal data requested by the Lessee are necessary for the processing of his order and are intended for internal use by the Lessor. In accordance with Law 78-17 of 6 January 1978 on information technology, files and freedoms, the Lessee has a right of access, modification, rectification and opposition to personal information concerning him. The

To do so, the tenant must apply to the Renter at the address indicated 25 Quai de Rive Neuve 13007 Marseille or 3 Chemin des Gorguettes 13260 CASSIS.

13. APPLICABLE LAW

These Terms and Conditions are subject to French law.

In the event of any dispute relating to this contract, the competent Court shall be that of the registered office of the Lessor's undertaking to which the parties attribute exclusive jurisdiction.

CHARTER OF GOOD BEHAVIOR

RENTAL ELECTRIC BIKES & ELECTRIC MOUNTAIN BIKES

Safety rules:

- ❖ *Wear the helmet*
- ❖ *Follow the rules of the road code*
- ❖ *Roll in single file*
- ❖ *Crossing traffic lanes on protected walkways, bicycles or mountain bikes by hand*
- ❖ *Do not lend equipment to a person not designated by the contract*
- ❖ *Wear closed shoes*
- ❖ *Do not drive in a state that does not allow for proper reflex management*
- ❖ *Keep both hands on the handlebars*
- ❖ *Do not turn around while driving*
- ❖ *Maintain appropriate distance with the preceding bike or ATV*
- ❖ *Pay attention to other users of the paths and roads crossed: slow down when approaching pedestrians, pass vehicles or pedestrians with a reasonable deviation*

Respect for forest areas (for mountain bikes):

When travelling through forest areas, please observe the following rules:

- ❖ *Do not smoke or light fire*
- ❖ *Do not make important noise*
- ❖ *Do not dispose of waste outside the designated containers*
- ❖ *Consult the openings of the massifs on <http://www.ancien.paca.gouv.fr/files/massif/> (for Bouches-du-Rhône) before engaging in summer*
- ❖ *Do not harm heritage: snatch, take away, introduce animal or plant species...*

RENTAL ELECTRIC SCOOTERS

- ❖ *Do not drive on vehicular roads: use only bicycle lanes, esplanades, sidewalks, green lanes, pedestrian lanes in general*
- ❖ *Wear the helmet*
- ❖ *Follow the rules of the road code*
- ❖ *Crossing traffic lanes on protected walkways, scooter by hand*
- ❖ *Do not exceed 6 km/h on sidewalks and esplanades*
- ❖ *Pay attention to pedestrians, give them priority*
- ❖ *Do not lend equipment to a person not designated by the contract*
- ❖ *Wear closed shoes*
- ❖ *Avoid obstacles, get off the scooter whenever an obstacle is likely to touch the bottom, do not cross a side obstacle*
- ❖ *Do not drive in a state that does not allow for proper reflex management*
- ❖ **Do not ride the scooter when the crutch is lowered**
- ❖ **Keep both hands on the handlebars**
- ❖ **Do not turn around while driving**
- ❖ **Keep 2m distance with scooter ahead**
- ❖ **When stopped, keep your hand on the brake and no longer accelerate**

