

TERMS OF SALES

ELECTRIC SCOOTERS, E-BIKES, MOUNTAIN BIKES ACCOMPANIED TOURS

1. GENERAL INFORMATION

The purpose of this contract is to define the organizational conditions and responsibilities for accompanied tours by electric scooters, e-bikes and mountain bikes between the Organizer and the Customer. This contract only comes into force for the duration of the planned service. The customer expressly declares that he has taken these full information in consideration.

2. PRICE

The mentioned prices are expressed per person and in Euros. They are available on the Organizer's website and its professional brochure. Prices are subject to change without notice, and become final only upon receipt of the confirmation.

3. BEGINNING AND END OF THE CONTRACT

The material will be made available by the Organizer at the specified place. Only the return of the material in its entirety will stop the rental. The restitution of the material in a different place than the one stipulated in the contract can be done only with the express agreement of the Organizer. In this case, all expenses incurred by the latter to repatriate the equipment to the contractual place will be born by the Customer. Any extension of the duration of the service can not be done without the express consent of the Lessor or the signature of new special conditions. In the event of failure to respect the scheduled time or date of return and in the absence of express agreement from the lessor, the Client is exposed to the consequences of a complaint for misappropriation and breach of trust and to all measures that will be taken from the public authorities to locate the equipment that has not been returned. The Customer acknowledges that he / she is fully responsible for the material and its custody until it is actually returned. He acknowledges that he is fully responsible for any theft or damage caused. The risks will be transferred to the Customer at the time of the delivery of the material and its accessories, the Customer will assume the responsibility under its entire responsibility. The rental is granted in consideration of the participants mentioned in the special conditions subject to the prior approval of the Organizer, especially in view of the age requirements for each type of equipment. Any use of the equipment by a non-designated user will automatically lead to the Customer's liability. Any loan or sublease of the equipment is strictly prohibited. In no event shall the Organizer be liable in any way for any infringement or breach of any kind by statute or regulation by a designated or non-designated participant. The Customer hereby gives discharge to the Organizer and its insurance company and declares itself jointly responsible for the participants who have custody of the equipment in this case. In addition to cases where Customer may be held liable for any damages arising directly or indirectly from the use or custody of the Materials, and in any case where the Materials are used by non-designated Participants, Other:

- To read the "Trolib Charter of Good Conduct" and to refer to it for the use of the equipment used and to ensure that it is respected by all the above mentioned participants in the general conditions;
- To allocate exclusively the materials to the participants nominatively designated under the special conditions;
- In the event that some of the participants are minors, to hold the authorization, if necessary, of the legal persons for their participation in the use of the equipment and to make joint and several repairs within the meaning of Article 1384 of the Civil Code for any prejudice caused by them;
- To be the guarantor of respect for maximum speed by the participants of 6km/h on the sidewalks and esplanades and although it is maximum of 25km/h for electric scooters so as not to be in breach with the Decree 2009-911 of 27 July 2009 relating to the conditions of sale, transfer and hire of certain motorized vehicles;
- To be the guarantor of the respect by the participants of the Highway Code and of any legislation or regulation in force;
- Ensure that the aforementioned users wear closed shoes and the supplied helmet;
- To guarantee the use of the equipment by all the designated or non-designated participants outside the taxiways for electric scooters and the crossing of these footpaths on the protected passages;

The Customer declares that all the participants designated in the special conditions are fit for the use of the material object of the present and do not have, among other things, medical contraindications or any order.

4. BOOKINGS & PAYMENTS

The reservation can be made by e-mail or by telephone. Accepted methods of payment are: cash, PayPal, check or bank transfer. A deposit of 30% of the amount is required upon booking of the service. The balance of 70% is payable on the day of delivery.

The Accompanied Tours are carried out provided that a minimum of 6 participants are reached for each tour. See in paragraph 5 the conditions for postponement or cancellation of the tour due to lack of participants. The Customer agrees to a number of participants, in no case will a smaller number of participants on the day of the performance compared to the expected number will result in a reduction of expenses incurred or a refund.

5. CANCELLATIONS / CHANGES

Due to the Customer

For cancellations, the following cancellation fees will be deducted from the refund:

- Registration at 30 days from the date of departure: 80 euros.
- From 29 days to 7 days before departure: 10% of the price of the service will be withheld.
- Less than 7 days from the date of departure: 30% of the price of the service will be retained.

Due to the Organizer

If the minimum number of participants is not reached, cancellation by the Organizer may be made until the day before departure 6 pm. The Customer will then be notified by email or by telephone. A postponement of this tour to another date will then be proposed to him to provide the service, or an alternative solution will be found. Should this new date or alternative be refused by the Customer, the Customer will be reimbursed by the Organizer.

The Organizer reserves the right to cancel without charge a departure in case of "force majeure", due to weather conditions that could make the tour dangerous, strike, demonstration, administrative decision or exceptional closure. Any interruption of circuit or service during the performance, by the will of the Customer will not give rise to any refund.

The Organizer reserves the right to modify the itinerary of the service in order to propose an optimal quality of service to the Customer.

A valid email address and telephone number are required to notify the Customer of any changes. The Organizer declines all responsibility for the consequences that would result from the absence of this information.

6. INSURANCE & LIABILITIES

The Organizer has taken out civil liability insurance for the Customer (Allianz Assurances contract number 53871533) and the participants designated for possible bodily injury and property damage caused to third parties within the limits of the law of February 27, 1958. Liability The Customer and the designated participants will not be committed once the Organizer's insurers have allocated the entire loss to an identified third party. In all other cases, the responsibility of the Customer and the designated or non-designated participants or in the custody will be committed and the Customer already gives the organizer and his insurance company discharge. The Client signing the Contract is fully responsible for the group whose participants are specified in the Contract of Service. The Organizer can not be held responsible for personal effects forgotten or lost during the performance. Each member of the group is responsible for his personal belongings. The Customer acknowledges that he / she is fully responsible for the material and its custody until it is actually returned. He acknowledges that he is fully responsible for any theft or damage caused. In the event of damage to the equipment made available, the Customer agrees to reimburse the amount of work necessary to restore the equipment.

Each service will be the subject of a presentation of the rules of safety before departure, as well as the recall of its rules throughout the performance by the Organizer. Each member of the group is obliged to respect the rules of the document "Charter of Good Conduct". Each member of the group is personally liable for any infraction of the Highway Code as well as any bodily injury and material damage caused during the accompanied departure. Consequently, the Organizer can not be held responsible for accidents or bodily injury during the trip. However, the Client can not be held responsible for the damaging consequences of the hidden defects of the rented material or of the non-apparent wear unsuitable for the use for which it is intended, provided that the proof of said defects or wear can be brought by the Customer.

7. EQUIPMENT

The equipment and its accessories are delivered in good working order. In the event of a mechanical anomaly after the Customer takes over the equipment, the Customer must inform the Organizer as soon as possible, otherwise the equipment will be deemed to have been delivered in good mechanical condition. By express agreement between the parties, the Customer is strictly forbidden to intervene on the equipment in case of breakdown. In the event of any disagreement as to the amount of damage to be born by the Customer, the Customer shall have the possibility, within 72 hours of notification of the sums remaining due, to request, at his own expense, a contradictory appraisal carried out by an expert approved by the insurer of The Organizer. The report of the expert will be binding on the Parties.

8. THEFTS

The Customer does not have any insurance for the thefts. In this case, the Customer undertakes to file a complaint as soon as possible with the nearest police or gendarmerie office and immediately send a copy of the document to the Organizer. The amount of the stolen material will in this case be entirely due to the Organizer. If the material is subsequently found and returned to the Organizer, the excess will be reimbursed to the Customer less the amount of compensation for any damage

suffered and the period of deprivation of enjoyment limited to 30 days. In case of theft by the Customer, misappropriation or any damage resulting from the non-respect of the rules of use or the regulations in force, or the terms and conditions of this contract, the Organizer is entitled to exercise a recourse.

9. ORGANIZER EVICTION

The accessories supplied with the equipment must not be removed or modified by the Customer. The material may not be assigned or given as security. The Client undertakes in general terms not to grant any right, real or otherwise, in respect of the

leased object for the benefit of any person likely to affect its use or to limit its availability or full Property of the Organizer.

10. APPLICABLE LAW

These Terms and Conditions are subject to French law. In the event of any dispute relating to this contract, the competent court will be that of the head office of the Organizer's business to which the parties assign exclusive competence.

CHARTER OF GOOD CONDUCT

ACCOMPANIED TOURS E-BIKES & ELECTRIC MOUNTAIN BIKES

Security rules :

- ✓ Wear the helmet
- ✓ Respect the rules of the driving code
- ✓ Drive in single lane
- ✓ Crossing taxiways on footpaths, bicycles or ATVs by hand
- ✓ Do not lend the equipment to a person not designated by the contract
- ✓ Wear closed shoes
- ✓ Do not drive in a state that does not allow the management of good reflexes
- ✓ Do not exceed the accompanying person
- ✓ Keep both hands on the handlebar
- ✓ Do not turn around while driving
- ✓ Keep an appropriate distance with the bike or ATV that precedes
- ✓ Pay attention to other users of roads and roads crossed: slow down when approaching pedestrians, pass vehicles or pedestrians with a reasonable gap

Respect of the Forest Areas (for Mountain Bikes tours) :

You will cross protected areas in the heart of the National Park of the Calanques, please respect the following rules:

- ✓ Do not smoke or light a fire
- ✓ Do not make any significant noise
- ✓ Do not infringe the heritages: tear off, take away, introduce animal or plant species ...

ACCOMPANIED TOURS ELECTRIC SCOOTERS

- ✓ Do not drive on traffic lanes: use only bicycle paths, esplanades, sidewalks, greenways, pedestrian ways in general
- ✓ Wear the helmet
- ✓ Respect the rules of the driving code
- ✓ Crossing traffic lanes on pedestrian walkways, hand scooters
- ✓ Do not exceed 6 km / h on sidewalks and esplanades
- ✓ Pay attention to pedestrian users, give them priority
- ✓ Do not lend the 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 underside, do not cross an obstacle laterally
- ✓ Do not drive in a state that does not allow the management of good reflexes
- ✓ Do not exceed the accompanying person
- ✓ Keep both hands on the handlebar
- ✓ Do not turn around while driving
- ✓ Keep a distance of 2m with the preceding scooter
- ✓ At the stop, keep your hand on the brake and no longer accelerate