



TERMS AND CONDITIONS OF SALE : BIKE / MOUNTAIN BIKE / SCOOTER RENTAL

PURPOSE

These General Rental Terms and Conditions apply to the rental of goods offered by the Lessor, including through the website www.trolib.com. Consequently, by making a booking on the Website or renting any goods from the company, the Lessee fully and unconditionally accepts these General Rental Terms and Conditions, which the Lessee acknowledges having read prior to making the booking or rental.

Such acceptance is evidenced by the internet user or Lessee signing or checking the box corresponding to the following statement: "I acknowledge that I have read the General Terms and Conditions of Sale and accept them in their entirety."

If the booking is not made through the website, the rental agreement shall be signed by both parties upon delivery of the equipment. Failing this, any commencement of performance of the agreement shall constitute acceptance of these terms and conditions.

These General Rental Terms and Conditions are available at all times on the Website and shall prevail, where applicable, over any other version. The Lessor reserves the right to amend these General Rental Terms and Conditions at any time. In such case, the applicable terms shall be those in force on the date of the booking.

1. GENERAL INFORMATION

The purpose of this agreement is to define the terms and responsibilities relating to the rental of scooters, bicycles, mountain bikes and electric vehicles between the Lessor and the Lessee.

This agreement shall only be effective for the duration of the service provided. The Lessee expressly declares that they have read and understood these terms in their entirety.

2. TERMS AND CONDITIONS

The service may be booked by email, telephone or through the Lessor's website.

Accepted payment methods are: cash, PayPal, cheque, holiday vouchers and credit/debit card.

A 30% deposit of the total amount is required when booking the service. The remaining 70% is payable on the day of the service.

The Lessee commits to the number of participants specified at the time of booking. Under no circumstances shall a reduction in the number of participants on the day of the service result in a reduction of the costs incurred or a refund.

2.1. To enter into a rental agreement, the Lessee must provide a valid identity document and, where applicable, proof of address.

The Lessor may retain a copy of these documents and may require a financial security deposit of €500 to €1,500 per rented item. This deposit may be provided by any means accepted by the Lessor, who may cash it at any time without prior notice. It shall be returned once all sums due have been paid and the rented item has been returned in good condition.

The amount of the financial security deposit does not limit the Lessee's financial liability, which may exceed this amount.

The Lessee must be of legal age. For minors, the rental agreement may only be entered into by an accompanying adult, who shall assume responsibility for the minor.

2.2. The Lessee declares that they are physically and mentally fit to use the rented equipment and that their health and physical and/or mental condition are fully compatible with its use.

The Lessee declares that their minimum weight is 30 kg and their maximum weight is less than 120 kg.

For safety reasons, the Lessor reserves the right not to rent or provide the equipment if it considers that the Lessee does not visibly meet these fitness criteria.

2.3. A helmet is provided by the Lessor and its use is mandatory.

Any Lessee who does not wear the helmet shall assume all risks and consequences arising therefrom, and the Lessor shall not be held liable.

2.4. The Lessee must comply with the instructions for use of the rented equipment provided by the Lessor.

In the event of any breach of driving, safety or operating instructions, the Lessee shall be solely responsible and shall be liable for any accidents, damage, including personal injury, and their consequences.

The Lessee agrees to use the rented equipment with due care and diligence.

The rental shall commence upon delivery of the rented equipment and accessories by the Lessor. From that moment, the risks shall be transferred to the Lessee, who shall assume full responsibility for their custody.

The rental period shall be the period stated on the rental agreement.

3. PRICES

The prices stated are per person and in euros.

They are available on the Lessor's website and in its professional brochure.

Prices may be changed without prior notice and shall only become final once the booking confirmation has been received.

The full rental payment must be made at the beginning of the rental, prior to any use of the equipment and prior to the handover of the keys.

In the event of a delay either when taking possession of the equipment or returning it, any hour started shall be payable.

The Lessee wishing to pay all or part of the rental online must:

- Fill in the online shopping basket by selecting the desired services and dates;
- Complete the identification form, providing all requested contact details, or provide their customer number if they have one, and accept these General Terms and Conditions;
- Select the payment method; the Lessee may correct any errors in their order at any time;
- Validate and confirm the order after checking it;
- Make the payment under the applicable conditions.

All data provided and the recorded confirmation shall constitute proof of the transaction.

The confirmation shall constitute the Lessee's signature and acceptance of the transactions carried out and of the General Terms and Conditions of Sale and Rental Agreement.

The Lessor shall send confirmation of the recorded order by email or by any other means at its discretion, in accordance with Article L121-19 of the French Consumer Code, including all relevant information, a description of the rented goods and the total price of the order.

For any amount exceeding €120, in accordance with Article L. 134-2 of the French Consumer Code, the Lessor shall archive written proof of the rental agreement, in paper or electronic form, for the applicable statutory period.

The Lessee may access this document at any time upon request to the Lessor, together with proof of identity.

In the event of an error made by the customer when placing the order, the customer must notify the Lessor by email within a maximum of 24 hours from the time the order was placed in order to correct the incorrect information.

The Lessor shall acknowledge receipt and cancel the initial order if the deadline has been complied with, and shall replace it with a new order taking into account the corrected information, provided that the new information remains consistent with the original price.



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

In the event that the agreement is concluded through the website, the Lessee shall have a withdrawal period of fourteen full days at the latest from receipt of the booking confirmation, during which they may cancel without providing justification and without compensation, penalty or fees.

To exercise this right, the Lessee must contact the Lessor by email at "contactcassis@trolib.com" to submit their withdrawal request.

In any event, once this period has expired, the rental may no longer be cancelled for any reason, and any amount paid shall remain with the Lessor in all cases.

When the right of withdrawal is exercised, the Lessor must reimburse the Lessee for all amounts paid, without undue delay and no later than fourteen days from the date on which the Lessor is informed of the Lessee's decision to withdraw.

The Lessor shall make the refund using the same payment method used by the Lessee for the initial transaction, unless the Lessee expressly agrees to another method and provided that the refund does not incur any cost for the Lessee.

In addition, the amounts due shall automatically be increased by the applicable statutory interest rate if the refund is made no later than ten days after the expiry of the deadlines set by the French Consumer Code, by 5% if the delay is between ten and twenty days, by 10% if the delay is between twenty and thirty days, by 20% if the delay is between thirty and sixty days, by 50% if the delay is between sixty and ninety days, and by an additional five percentage points for each further month of delay up to the price of the product, followed thereafter by the statutory interest rate.

By way of exception, this withdrawal period shall not apply if the rental begins before the expiry of the fourteen-day period.

4. CANCELLATIONS / CHANGES

In the event of cancellation:

- 24 hours or more before the start of the rental: the Lessor reserves the right to charge a cancellation fee equal to 30% of the total booking amount.
- Within the final 24 hours before the start of the rental: the Lessor reserves the right to charge a cancellation fee equal to 100% of the total booking amount.

Cancellation fees shall not be charged in the event of illness of the Lessee, upon presentation of a medical certificate, or in the event of unsuitable weather conditions, including severe weather or very strong winds.

5. PERFORMANCE OF THE SERVICE

5.1 A valid booking confirmation or voucher must be presented to the Lessor.

Bookings may be made by telephone, through the TROLIB website, directly on site, or through a partner affiliated with the Lessor.

The Lessee must arrive at the scheduled rental time.

In the event of a delay of more than 20 minutes or failure to appear, the Lessor may cancel the rental and the amounts paid shall remain due.

5.2. Upon delivery of the rented equipment, the Lessee shall receive detailed and sufficient safety instructions from the Lessor.

Participation in this instruction session is mandatory.

If, during the instruction session, the Lessor has doubts regarding the Lessee's ability to safely control the rented equipment, it reserves the right to cancel the rental and, where applicable, refund the amounts paid.

If, during the rental, the Lessee fails to comply with the safety instructions or the instructions relating to respect for other users or the equipment set out in Article 1 of this agreement, the Lessor reserves the right to immediately terminate the rental without refund.

5.3. While riding or driving, it is prohibited to drink, eat, use a telephone, camera or video camera.

5.4. If a repair is required due to a breakdown or technical defect and the rental can no longer be carried out as a result, the Lessee may choose either:

- to reschedule the rental to another date, subject to availability;
- to receive a refund of the booking; or
- to receive a voucher of the same value, valid for one year for a new rental agreement.

5.5. If the rented equipment is an electric scooter, it is considered a pedestrian under the French Highway Code.

The Lessee therefore undertakes not to ride on public roads intended for motor vehicles and not to use roads.

All crossings of roads used by motor vehicles must therefore be made at properly marked pedestrian crossings and under the terms and conditions applicable to pedestrians under French law.

5.6. When parking, the Lessee undertakes to secure the rented equipment using the anti-theft device provided by the Lessor and to keep the keys to both the equipment and the anti-theft device.

The parking location must comply with applicable parking regulations.

6. LIABILITY

The Lessor has taken out civil liability insurance for the Lessee and the designated users for any bodily injury or property damage caused to third parties, within the limits provided by French law of 27 February 1958.

The liability of the Lessee and designated participants shall therefore not be incurred where the Lessor's insurers have attributed the entire claim to an identified third party.

In all other cases, the liability of the Lessee and of designated or non-designated users or persons having custody of the equipment shall apply.

The Lessee hereby releases the Lessor and its insurance company from liability in such cases.

The Lessee signing the agreement shall be fully responsible for the group whose users are specified in the Rental Agreement.

The Lessor shall not be held liable for personal belongings forgotten or lost during the rental, or for any dirt or soiling.

Each member of the group is responsible for their personal belongings.

The Lessee acknowledges full responsibility for the equipment and its custody until its effective return.

The Lessee acknowledges full responsibility in the event of theft or damage caused to the equipment.

In the event of damage to the equipment provided, the Lessee agrees to reimburse the cost of the work required to restore the equipment to its original condition (see appendix).

The Lessee shall be personally liable for any damage, deterioration or theft affecting the rented equipment and shall also bear, where applicable, the period during which the equipment is unavailable and the resulting financial loss.

"Damage" means the cost of the necessary repairs, as estimated by the Lessor, together with the cost of any loss of insurance bonus incurred by the Lessor with its insurance broker.

In the event of total loss of or theft of the rented equipment, the full purchase price of the equipment as at the date of the loss or theft shall be payable by the Lessee.

Each Lessee is required to comply with the rules set out in the "Trolib Code of Conduct".

Each Lessee shall be personally responsible for any breach of the Highway Code and for any bodily injury or property damage caused by them during the guided tour.

Consequently, under such circumstances, the Lessor shall not be held liable for accidents or bodily injury occurring during the tour.

However, the Lessee shall not be liable for damage resulting from hidden defects in the rented equipment or from non-apparent wear and tear making the equipment unsuitable for its intended use, provided that the Lessee can provide evidence of such defects or wear.

In the event of theft or damage caused by a third party, the Lessee must, within one hour, report the incident to the competent judicial authorities, stating the identification of the equipment, the date and circumstances of the theft, and provide the original documents to the Lessor.

In the event of theft of the rented equipment during the service, the Lessee shall pay a minimum excess of €500 to the Lessor.



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7. COMMENCEMENT, HANDOVER AND RETURN

The equipment shall be made available by the Lessor at the location specified.

Only the full return of the equipment shall terminate the rental.

Return of the equipment to a location other than that specified in the agreement may only take place with the Lessor's express consent.

In such case, all costs incurred by the Lessor to return the equipment to the contractual location shall be borne by the Lessee.

Any extension of the service period may not take place without the Lessor's express consent or the signing of new specific terms.

In the event of failure to comply with the scheduled return date or time, and in the absence of the Lessor's express agreement, the Lessee may be subject to the consequences of a complaint for misappropriation or breach of trust, as well as any measures taken by the public authorities to recover the unreturned equipment.

The risks shall be transferred to the Lessee upon delivery of the equipment and accessories, and the Lessee shall assume full responsibility for their custody.

The rental is granted in consideration of the users named in the specific terms, subject to the Lessor's prior approval, particularly with regard to the age requirements applicable to each type of equipment.

Any use of the equipment by a non-designated user shall automatically incur the liability of the Lessee.

Any lending or subletting of the equipment is strictly prohibited.

Under no circumstances shall the Lessor be held liable, even partially, for any breach or violation of any law or regulation committed by a designated or non-designated user.

The Lessee hereby releases the Lessor and its insurance company from liability and declares themselves jointly liable for the participants who have custody of the equipment in such circumstances.

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

- To read and comply with the "Trolib Code of Conduct" regarding the use of the equipment and to ensure that it is respected;
- To allocate the equipment exclusively to the users named in the specific terms;
- Where certain users are minors, to hold the authorisation, where applicable, of their legal representatives for their participation in the use of the equipment and to be jointly liable, within the meaning of Article 1384 of the French Civil Code, for any damage caused by them;
- To ensure compliance with a maximum speed of 6 km/h for electric scooters on pavements and pedestrian esplanades and, in any event, a maximum speed of 25 km/h in order not to breach Decree 2009-911 of 27 July 2009 relating to the conditions of sale, transfer and rental of certain motorised vehicles;
- To ensure compliance with the Highway Code and all applicable laws and regulations;
- To ensure the wearing of closed footwear and the helmet provided, as well as the use of the anti-theft device;
- To ensure that electric scooters are used outside traffic lanes and that such lanes are crossed on foot at protected crossings;
- To ensure a minimum age of 14 years for users of motorised scooters;
- To ensure that the anti-theft devices provided are used whenever necessary.

The Lessee declares that they are fit to use the equipment covered by this agreement and have no medical or other contraindications.

8. EQUIPMENT

The equipment and accessories are delivered in good working order and with no apparent bodywork defects.

In the event of a mechanical anomaly occurring after the Lessee has taken possession of the equipment, the Lessee must inform the Lessor as soon as possible. Failing this, the equipment shall be deemed to have been delivered in good mechanical condition.

By express agreement between the parties, the Lessee is strictly prohibited from carrying out any work or intervention on the equipment in the event of a breakdown.

In the event of disagreement regarding the amount of damage payable by the Lessee, the Lessee may, within 72 hours of notification of the outstanding amount, request, at their own expense, a joint expert assessment carried out by an expert approved by the Lessor's insurer.

The expert's report shall be binding on both parties.

9. THEFT

The Lessee has no theft coverage.

In the event of theft, the Lessee undertakes to file a report as soon as possible with the nearest police or gendarmerie station and immediately provide the Lessor with a copy of the report.

The full value of the stolen equipment shall then be payable to the Lessor.

If the equipment is subsequently recovered and returned to the Lessor, the excess paid shall be refunded to the Lessee, less the cost of repairing any damage suffered and the loss of use, limited to 30 days.

In the event of theft by the Lessee, misappropriation, or any damage resulting from failure to comply with the rules of use, applicable regulations or the terms and conditions of this agreement, the Lessor shall be entitled to seek compensation for the full amount of the resulting loss.

10. PROTECTION OF THE LESSOR'S RIGHTS

The accessories supplied with the equipment must not be removed or modified by the Lessee.

The equipment may not be transferred, assigned or pledged as security.

More generally, the Lessee undertakes not to grant any third party any rights, whether proprietary or otherwise, over the rented equipment that could affect its use, availability or the Lessor's full ownership rights.

11. MISCELLANEOUS

All video or photographic recordings made by the Lessor during the rental 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 remove a publication.

Under no circumstances may the participant claim any financial compensation.

12. PARTIAL INVALIDITY

If one or more provisions of these General Rental Terms and Conditions are deemed invalid or declared invalid pursuant to a law, regulation or final decision of a competent court, the remaining provisions shall remain in full force and effect.

12.1. No Waiver

The fact that either party does not invoke a breach by the other party of any of the obligations set out in these General Rental Terms and Conditions shall not be interpreted in the future as a waiver of the obligation concerned.

12.2. Applicable Law

All clauses contained in these General Rental Terms and Conditions, as well as the rental transactions referred to herein, shall be governed by French law.

12.3. Data Protection and Privacy

The personal information and data requested from the Lessee are necessary for processing the order and are intended for the Lessor's internal use.

In accordance with French Law No. 78-17 of 6 January 1978 relating to data processing, files and individual freedoms, the Lessee has the right to access, modify, rectify and object to the processing of personal information concerning them.



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The Lessee must submit any such request to the Lessor at the following address: SARL TROLIB CASSIS - Allée des Lauriers, Résidence Cassis Bellevue, Bâtiment N - 13260 Cassis - France

13. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions are governed by French law.

In the event of any dispute relating to this agreement, the competent court shall be the court having jurisdiction over the registered office of the Lessor's company, to which the parties expressly grant exclusive jurisdiction.