

# BIKE PROVISION CONTRACT

## General conditions:

### **ART 1 made available:**

The provision begins when the beneficiary or his representative takes possession of the bike in the store or local (authentic door activation).

### **ART 2 return of material:**

The material must be returned in its entirety before or at the time provided for when ordering. Any excess may be subject to additional charges.

### **ART 3 Conditions to be met to benefit from the provision of a bicycle:**

Minimum age: 18 years old

For all available, a deposit of a motive equal to the market value of the bike will be required (excluding bikes with insurance taken out). The deposit will be returned to the beneficiary upon return and post-inspection of the loaned bicycle. It guarantees the good end of the end at disposal, including repair, cleaning and replacement costs. It may co-opt any debt that the beneficiary may incur with respect to this lessor.

### **ART 4 Non-return of equipment:**

The contract provides for a mutually agreed return date. Global Vélo SARL reserves the right to collect all or part of the deposit in the event of non-compliance with the dates stipulated on the contract; without any prior notice.

### **ART 5 Use of materials:**

A descriptive statement of is made upon availability. The beneficiary undertakes to record there in writing, before leaving the station, any apparent defect which does not appear there. Otherwise, the rental company is deemed to have delivered a bicycle conforming to the description. The lessor will not be able to take into account complaints concerning apparent damage which has not been reported at the time of departure.

The beneficiary must return the bicycle in the state in which it received it.

The beneficiary acknowledges having had the opportunity to verify the materials, to find them in accordance with his needs and in good working order. He certifies that he is capable of being able to use it personally without danger to himself and third parties and he undertakes not to entrust its use to an incapable person. He further acknowledges his duty to check the equipment before using it and to notify, if necessary, any faults that he may have noticed.

The beneficiary is obliged to protect the rented equipment against any overload or possible deterioration and to ensure, if necessary, the maintenance of the equipment is done professionally.

The use of the equipment in the cases below is prohibited and constitutes a breach of contract:

- Use for an illegal or illegitimate purpose,
- Use when the equipment turns out to be defective or dangerous,
- Use by a person not listed on the provision contract, without the lessor's agreement

The renter is not responsible for incidents or bodily injury or material damage that could occur due to a breakdown or for any other reason. There is no guarantee covering the risks of non-adaptation of the equipment to the customer's needs and specific capacity. By express agreement between the parties, the loan or under-provision of rented equipment is strictly prohibited, unless the prior agreement of the lessor. The rented equipment is the property of Global Vélo SARL and cannot in any case be transferred or given as a guarantee.

#### **ART 6 Responsibility of the beneficiary:**

The beneficiary undertakes to pay the costs of repair, cleaning, replacement of the rented equipment, whatever the cause, except those due to normal use. Repairs will be carried out exclusively by the lessor, the responsibility falling on the customer. The rental company remains the sole judge of the need to reform equipment or accessories.

Equipment which cannot be repaired must be compensated at the cost of replacing an identical new item.

In the event of theft of the equipment, the beneficiary undertakes to supply the lessor, within 48 hours of the theft, with the police report detailing perfectly and unambiguously the circumstances of the theft. The lessor will then invoice the replacement price for identical equipment and in new condition, and reserves the right to refuse to rent to anyone who has already been the victim of theft.

The beneficiary undertakes to return the equipment in the state of cleanliness observed when drawing up the contract. Otherwise, the renter will invoice the cleaning according to the scale fixed by him without the beneficiary being able to invoke any guarantee following the subscription of an insurance.

#### **ART 7 Insurance:**

Global Vélo SARL covers the costs of repair or replacement of parts insofar as they correspond to normal wear and tear of the equipment.

The beneficiary is responsible for theft, loss or disappearance of the equipment, damage caused by: fire, water damage, intentional action to break, non-compliance with basic rules for the use of the equipment and road safety, transport equipment to its place of use, culpable negligence of the beneficiary (lack of stowage, improper use ...), loss of accessories or parts of the equipment.

In the event of damage caused to the equipment or in the event of theft and if the beneficiary is insured against these risks by an insurance which he will have taken out outside the framework of Global Vélo SARL, He undertakes to involve the insurer and to pay the lessor the amount of compensation he has received, at the risk of being prosecuted for fraud.

#### **ART 8:**

Only the Commercial Court of Pau is competent to settle all disputes.

