

# VEHICLE RENTAL CONTRACT - BICYCLE RENTAL

## General Terms and Conditions

### First Party:

BIKESUL, UNIPessoal LDA - legal person nr. 509 739 512, represented by any of its duly identified staff members, head office located in Rua Cândido Dos Reis, N.º 62 - S. B. Messines, shop located in Poço das Canas EN125 Km 68 8200-564 Guia - Albufeira, hereinafter referred to as BIKESUL;

### Second Party:

Identified on the first page of this contract, and hereinafter referred to as "the Client"; Both parties enter into this RENTAL CONTRACT - bicycle rental, which is governed by the following terms, divided into Special and General Conditions.

#### 1. Vehicle

Brand: KTM; Serial Number:(identified on page 1); Production year: From 2017; Overall state of the vehicle (when new); Total Value + VAT (Market value Retail price (Importer ref. + VAT at the current rate).

#### II. Rental Conditions:

(description on the first page).

#### III. Other Conditions

Rentals are paid in advance at the start of the rental period. The indicated amount includes Value Added Tax (VAT) at the applicable rate upon contract conclusion.

Any fines or other expenses due for the use or possession of the vehicle will be charged to the Client. The second Party is liable for all risks inherent to the use of the vehicle throughout the duration of the contract.

### General Conditions

#### Article 1 - Subject

BIKESUL rents out to the Client, and the Client hires, the vehicle described in the special conditions.

#### Article 2 - Rental

1. The amount, the period, and the end date of the rental regarding the use of the vehicle are defined under the special conditions.

2. The rental must be paid in cash or by transfer at an ATM, according to the table under article 5a.

#### Article 3 - Location and office hours

Vehicles may be rented at any BIKESUL office during the following opening times: Monday to Saturday, from 10:00am till 1:00pm and 2:00pm till 7:00pm.

Free delivery - For a minimum 3-day rental period, and only if the delivery place is no further than 20 kms from the Bikesul shop.

#### Article 4 - Rental conditions

1. Vehicle rental shall only take place during office hours and it shall last the minimum contractual duration;

2. Vehicle rental implies signing the rental contract as well as a liability insurance contract;

3. Presenting a valid personal identity document with photo is mandatory upon rental.

4. Vehicles can only be rented to people over 18 years of age (or younger if accompanied by a parent or guardian willing to sign a liability agreement) with valid documents.

5. BIKESUL reserves the right to refuse vehicle rental to anyone who is clearly under the influence of alcohol or any other illegal substance, or to anyone who is unable to use the vehicle, as well as to anyone who has previously breached rental conditions.

6. A form shall be filled with the results of vehicle verification jointly undertaken by BIKESUL and the Client, regarding the state of the equipment both before and after the rental period.

7. If requested upon vehicle rental, a helmet, bike lock, emergency kit, and air pump will be made available to the Client.

The Client will also receive a copy of the rental contract;

#### Article 5 - Rental prices

1. Bicycle rental prices vary according to the rental period;

2. Prices are indicated in Bikesul's website and flyers;

3. For each extra hour beyond the duration of the contract, a fee of €20.00 will be charged;

4. Returning the vehicle before the contract expires does not imply a reimbursement of any amount previously paid for rental time.

#### Article 6 - Deposit or Vehicle Protection Service

1. Upon rental, the Client must pay a deposit equivalent to 10% of the bicycle's value according to the table in article 13-2 or acquire the vehicle protection service available from Bikesul company in order to cover theft or vehicle damage caused by accident or crash. This service covers:

Bike damage in case of accident or fall.

Vehicle Protection Service cost per vehicle rented: Trekking / Cit Bike or MTB Leisure Bike: 50,00€; Sport MTB or Road Bike: €100€; E-Bike: 150,00€

2. Exceptions: Damage caused by negligent use, damaged caused by noncompliance with road traffic laws; Traffic accident involving other vehicles. In which case the legal authorities must be summoned to access responsibilities on site. An insurance declaration form must be fulfilled (declaration form will be provided with the bicycle).

3. In case of deposit, the amount will not be returned if the vehicle or any other equipment made available present partial and/or total damage due to incorrect use, regardless of who is at fault, but only if the Client refuses to voluntarily pay for the damaged parts according to the quote presented by our company's mechanic.

#### Article 7 - First Party's Obligations

BIKESUL is under the following obligations:

a) To provide the Client with the vehicle which is the subject of this contract, together with the documents and equipments mentioned in the special conditions,

b) To ensure the vehicle can be used to serve the intended purpose,

c) To provide support in case of breakdown or accident, doing all that is necessary to help the Client.

#### Article 8 - Second Party's Obligations

The Client is under the following obligations:

a) To use the vehicle in a normal and cautious fashion, abiding by traffic rules;

b) To refrain from using the vehicle in a way that may compromise its performance and safety;

c) To pay the rental;

d) To lodge a deposit;

e) Not to sub-rent the vehicle;

f) Not to lend, assign, transfer, adapt or modify the vehicle;

g) Not to transport other people;

h) To refrain from using the vehicle in all kinds of sports competitions;

i) To allow an inspection of the vehicle by BIKESUL, even during the rental period;

j) To follow the rules and procedures laid down in article 12 in case of an accident;

k) To immediately call BIKESUL informing of any deficiency or anomaly found when using the vehicle;

l) To immediately call BIKESUL in case of theft or damage caused by a third party;

m) To pay any fines, penalties, and similar expenses related to the use or possession of the vehicle during the rental period;

n) Not to use the vehicle outside the territory of the municipality where the bicycle was rented;

o) To return the vehicle when the rental is over, together with the equipment and documents mentioned in the special conditions, as well as any extras provided, in a state consistent with their normal use.

p) To pay the cost of any malfunction according to our mechanics' quote.

### Article 9 - Hazard and Insurance

#### Basic Insurance

1. Without prejudice to relevant provisions in the national legislation, the Client shall be liable for all risks of vehicle loss or damage.

2. By signing the vehicle rental contract, and while it is in force, the Client is obliged to take the insurance in favour of BIKESUL covering the following hazards;

a) Damage to third parties: material damage to property, as well as material and non-material damage to third parties due to reckless driving.

3. The Client must pay the insurance company, through BIKESUL, the insurance premium.

4. The insurance policy specifically sets out that, in the case of an accident, compensation must be directly paid by the insurance company to BIKESUL.

5. In case of a damage claim against BIKESUL by third parties due to damage caused by the use of the vehicle and not covered by the corresponding policy, BIKESUL may enforce its right of recourse against the Client for the paid amounts.

6. Upon conclusion of this contract, the Client may choose to hire a Personal Accident Insurance to cover any situation that may affect his/her own physical integrity. Coverages and deductibles of that insurance are indicated in the following table:

Personal Accident Insurance (Non-Professional Hazards)	
Base Coverage	Capitals
Death or Permanent Disability	20.000,00 EUR
*Treatment Expenses or repatriation	3.500,00 EUR
**Liability Exploration	50.000,00 EUR
*Benefit of 50 EUR in treatment expenses **Benefit of 10% (Property Damage) Minimum: 125 EUR, Maximum: 500 EUR	

#### Premium Insurance

It includes personal accidents insurance, third party insurance plus:

We offer an optional insurance which can be taken out for a very small competitive premium which in most cases is far less than the excess on your personal holiday insurance. This covers you for minor accidental damage to the bikes paintwork, components, wheels, tyres etc to a value of €200 . We cannot insure you against theft, total loss of the bike, major crash damage, punctures (Inner Tubes €5) or 3rd party liability. Please check your own holiday insurance policy as most of will cover you in the unfortunate event of a major accident or theft.

#### Article 10 - Return

1. At the end of the rental period, the bicycle must be returned to the same office where the contract was signed, unless agreed otherwise, and during the office hours indicated in article 3-2. Failure to comply with the previous provision shall imply the payment of a penalty of €100.00 per day of delay; that sum shall be taken from the lodged deposit.

3. Returning the vehicle to an office other than the delivery one requires an express agreement between the parties.

#### Article 11 - Liability for theft and damage caused by an accident

1. The Client is liable for theft of and damage to the vehicle and any accessories made available during the rental period unless the client has contracted the Vehicle Protection Service.

2. In case of vehicle theft, the Client shall immediately inform BIKESUL, at any of its offices or by phone, and report the case to the police authorities (PSP - Polícia de Segurança Pública, or GNR - Guarda Nacional Republicana).

3. Not returning the vehicle at the end of the duration of the contract implies complete loss of the deposit amount and the obligation to pay the rest of the total value of the vehicle.

4. The Client will be liable for any damage caused by an accident or by inappropriate use of the vehicle, as well as for any malfunction or damage of accessories, regardless of who is at fault in the accident. General conditions of the insurance regarding any third parties involved in the accident shall apply.

5. Withholding the deposit amount serves the sole purpose of vehicle replacement or damaged part repair.

#### Article 12 - Malfunction

1. Should the vehicle that the Client is using break down for any reason out of his/her control, the Client shall immediately notify BIKESUL, either personally at its offices, or by calling the numbers 289 561 310 or 919 012 705, so the vehicle can be replaced.

2. Should it be impossible to replace the vehicle, the total amount regarding the rental period will not be charged, and a vehicle will be made available at another time to be agreed.

3. When returning the equipment, the Client shall inform BIKESUL of any deficiency or malfunction in the vehicle or in any other material made available.

**Article 13 - Price Table of Equipment in case of malfunction**  
The Client is solely responsible for major damage to, or loss of, the Equipment during the Hire Period. The Client will notify Bikesul immediately if the Equipment is damaged or lost, and will follow all reasonable instructions of Bikesul in relation to such damaged or lost Equipment.

In the case of major damage to the Equipment (excluding reasonable wear and tear, and any damage to inner tubes), however caused, the Client will be responsible for and will pay Bikesul for the full cost of all repairs, including the cost of replacing any damaged parts and any labor to restore the Equipment to the condition it was in at the commencement of the Hire Period. For the avoidance of doubt, Bikesul has the sole right to reasonably determine: (a) whether the Equipment has been damaged during the Hire Period; (b) whether such damage is beyond reasonable wear and tear; (c) the extent of such damage; and (d) the full cost of the repairs required.

In case of theft or accident and total loss of the rented vehicle, the Client shall pay the respective price according to the following table:

**Retail prices including VAT at the current applicable rate. Distributor's Ref. Prices.**

Equipment/Description	Price VAT Inclu.
KTM Revelator Alto Di2	4549 EUR
KTM Revelator 4000	2299 EUR
KTM Revelator 3500	1899 EUR
KTM Strada 1000	999 EUR
KTM Ultra Fun 29er / Kross Level 3.0	749 EUR
KTM Scarp Elite	3299 EUR
KTM Myroon Elite / Kross Tokyo	2599 EUR / 1649 EUR
Kross Esker 1.0	999 EUR
KTM Macina Team E-BIKE	3699 EUR
KTM Macina Sport E-BIKE	3599 EUR
Kross Trans 7	699 EUR

2. In case of damage to the rented vehicle, the Client shall pay for the damaged parts according to the quote made by our mechanics. Vehicle repair cost shall be accrued by the cost of vehicle still stand, at the rate of €30.00 per day, to a maximum of 3 days.

#### Article 14 - General Provisions

1. Vehicles rented by BIKESUL are the exclusive property of the First Party and are intended for leisure rides.

2. The Client is free to choose his/her preferred itinerary, as long as the rules in this contract are observed.

3. BIKESUL recommends the use of adequate protective accessories, like a helmet, gloves, and other items that may be necessary for increased safety (eyewear, knee and elbow pads, etc.).

4. BIKESUL recommends utter caution when using the vehicle and warns that all traffic rules must be observed when riding.

5. Each vehicle can only carry one person;

6. The territory where a BIKESUL vehicle can be used is limited to the municipality where it was rented and neighboring municipalities.

#### Final provisions.

#### Article 15 - Unforeseen Situations and disputes

Any situation neither mentioned nor provided for in this contract shall be dealt with under the national applicable law and ordinary courts shall be competent, namely the Judicial District Court of Albufeira (Tribunal Judicial da Comarca de Albufeira).

#### Article 16 - Acceptance of general rules

The use of the vehicles available for rent at any of BIKESUL's offices implies full knowledge and acceptance of the terms in this contract.

Both parties declare to willingly agree to the rules in this Contract, which they know, understand, and accept. The Contract is done in duplicate, dated and signed on the front page by both parties, each of which will keep one copy.

**In case of losing one of these items, the Client must pay its cost, accordingly:**

Items	Price
Helmet	50 €
Padlock/Key	10 €
Battery	1000 €
Battery Key	25 €
E-Bike Charger	150€
Multitool	10 €
Side Bags	20 €
Saddle Bag	15 €
Mini-Pump	15 €

#### Additional:

**In case of having a puncture, or using the inner tube, the client shall pay 5€.**