

# GENERAL LEASING TERMS AND CONDITIONS

## BICICLETAS MALLORCA S.L.U.

### 1. Contractual Partners and Contractual Term

#### 1.1. Contractual Partners

The contractual partners are the lessee (hereafter, "Lessee") and Bicicletas Mallorca S.L.U. C/ Bugambilia, 6, E-07458 Playa de Muro (hereafter, "Lessor").

Through the acceptance of a leased bicycle from the bicycle fleet (hereafter, "Bicycle"), a contractual agreement shall be considered to have been concluded between the Lessee and the Lessor.

When making a booking via Huerzeler Bicycle Holidays/Active Travel AG, the contractual agreement shall be concluded as described in Art. 2 of the AVRB [General Leasing Terms and Conditions] of Active Travel AG. When making a booking via [huerzeler.com](https://www.huerzeler.com), the provisions of the Online General Business Terms and Conditions of Active Travel AG shall be valid for the conclusion of the contractual agreement and the online booking itself. Conversely, these General Leasing Terms and Conditions shall be valid for the leasing of Bicycles and the rights and obligations that are created therefrom. The Lessor shall be obliged to provide the Lessee with a Bicycle for the contractual term of the contractual agreement that is in a usable and roadworthy condition. The Lessee shall be obliged, upon the conclusion of the contractual agreement, to pay the entire leasing price in advance. The prices that are valid at the time of the leasing shall be effective (see [huerzeler.com](https://www.huerzeler.com)). When booking via Huerzeler Bicycle Holidays/Active Travel AG, the AVRB and/or, for an online booking, the Online General Business Terms and Conditions shall once again be effective.

#### 1.2. Contractual Term and Return Default Liability

The leasing relationship for the Bicycle is being concluded for a determinate period of time. If a leased Bicycle arrives on a day after 5:00 p.m., then this day shall no longer be billed.

If there is a delay in the return of the Bicycle, no extension of the Leasing Agreement shall be made. If the Lessee does not return the Bicycle—even if the Lessee is not at fault—to the Lessor by the time that the agreed leasing period lapses, the Lessor shall be entitled to, for the duration of time that the Bicycle is not returned, to demand as usage compensation a fee of at least the amount of the previously-agreed leasing price. The assertion of more extensive damage compensation claims shall not be excluded if the Lessee is responsible for the return default.

#### 1.3. Early Return

If a Lessee returns the Bicycle before the contractually-agreed end of the leasing timeframe, he shall have no claim to a reimbursement of the differential amount. The right to make extraordinary termination owing to an important reason shall remain unaffected.

#### 1.4. Definition of the Weekly Leasing Fee/Daily Leasing Fee

For 4 – 7 days, the entire weekly leasing price shall be charged upon a lump-sum basis. Beginning with the 8th day, the prices for the extension days shall be effective. Beginning with the 15th leasing day, 50 % of the currently-valid prices shall be charged.

If the Bicycle is leased for 1 – 3 days, the "Daily Leasing" Price List shall be effective.

#### 1.5. Season Surcharge

Lessees, who are not staying in the Huerzeler contractual hotels (see [huerzeler.com](https://www.huerzeler.com)), shall pay a higher amount dependent of the season. The surcharge shall not be billed if the Lessee has a service package (Clause 1.6).

#### 1.6. Service Package

The service package that is offered by the Lessor under the "Huerzeler Bicycle Holidays" shall be obligatory in certain contractual hotels (see [huerzeler.com](https://www.huerzeler.com)). As a rule, by booking a flat-rate travel package, this service package shall automatically be acquired. If a Lessee should not have a flat-rate service package, then this fee

shall be charged when issuing the Bicycle/concluding the contractual agreement.

### 2. Usage and Return of the Bicycle/Notification of Damages and Other Obligations

#### 2.1. Condition of the Bicycle and Impermissible Usage

The Lessor shall provide the Lessee with the Bicycle which is in a technically-suitable, usable, roadworthy and clean condition. The Lessee confirms that he has been instructed regarding the Bicycle's functioning and has familiarised himself with the technical features of the Bicycle. The Lessee shall be obliged to use the Bicycle in a careful and technically-correct manner as well as to follow the road safety rules and regulations. The Lessee shall be forbidden from using the Bicycle under the influence of drugs and alcohol. The Lessee is also forbidden from making any modifications and other alterations to the Bicycle. The Lessee may make any extensions (e.g. triathlon attachment) only at his own risk.

#### 2.2. Notification Obligations

If damages should be created during the usage of the Bicycle—regardless of whether the Lessee is at fault or not, the Lessee shall promptly notify the Lessor of these damages. In so doing, the Lessee shall have the obligation to inform the Lessor of all details of the cause of the damages. If a case of damages results in the Bicycle no longer being usable, the Lessor shall provide the Lessee with a comparable Bicycle as a replacement. Any liability in accordance with Clause 3. shall remain unaffected.

#### 2.3. Exchange

When exchanging the Bicycle, the Lessor shall be entitled to charge a fee of 10 € unless the exchange is based upon a defect which already existed during the handover of the Bicycle. If the Bicycle is exchanged for a Bicycle in a higher price category, the differential amount must be paid. If the Bicycle is exchanged for a Bicycle in a lower price category, then no claim shall exist to the reimbursement of the differential amount.

#### 2.4. Notification Obligation for Theft and Accident

In the case of a theft or a traffic accident, the Lessee must promptly notify or report this to the police and must also notify the Lessor in this regard while requesting its assistance. Otherwise, the Lessee shall be liable to the Lessor for any damages created from the violation of this obligation.

#### 2.5. Return

The Lessee shall be obliged to return the Bicycle after the end of the Leasing Agreement in principle in the same condition in which it was handed over to him—apart from any customary dirtiness. The return of the Bicycle shall be made on the last leasing day to the bicycle station which issued the Bicycle (business hours: [huerzeler.com](https://www.huerzeler.com) and/or station). The return to another bicycle station is possible only by prior agreement and written confirmation. In this case, the Lessor shall be entitled to also charge a fee of 15 € in addition to the total leasing price.

The final cleaning is included in the leasing price. When returning the Bicycle, the guest pass or the leased bicycle receipt ("Factura simplificada") must also be presented.

### 3. Lessee's Liability for Damages and Loss

#### 3.1. Lessee's General Liability

The Lessee shall be liable for all personal injury and property damages—including for accident- and liability-related damages as well as negligence, gross negligence and intentional wrongdoing.

The Lessee shall be liable to the Lessor for any damages created during the leasing period as well as the loss and/or violations of other contractual obligations. If, as the result of damage to the Bicycle for which the Lessee is responsible, there are concrete leasing fee losses owing to a long repair timeframe, the Lessee shall be liable for each repair day (guide price: extension day). In the case of the destruction of the Bicycle, the liability shall be calculated based upon the current price of the corresponding leased Bicycle in accordance with the

Lessor's current sales price list. The leasing fee paid by the Lessee shall be deducted from the listed price. In the case of damages based upon intentional wrongdoing or gross negligence, the Lessee shall be liable particularly for repair costs and replacement parts. Any more extensive damages shall remain unaffected.

Theft of the Bicycle from the assigned Bicycle premises which was leased from the Lessor or provided by the contractual hotels shall be covered by the flat-rate service package insofar as the Bicycles were in their correctly-chained condition.

#### 3.2. Liability for Theft

The Lessee shall also be liable to the Lessor even for theft or any other loss of the Bicycle. In the case of theft and loss, the Lessee shall be liable up to the amount of the respectively-current price from the Lessor's sales list. The leasing price paid by the Lessee shall be deducted from the listed price. This liability limit shall not be valid if the Lessee has caused the damages based upon his own intentional wrongdoing or gross negligence.

#### 3.3. Reimbursement of the Liability Amount

If, after a theft, the Bicycle is once again found, the Lessor shall reimburse the Lessee for the liability amount specified in Clause 3.2. insofar as, in this case, the Bicycle is still in a condition in which, in the Lessor's fair discretion, it can still continue to lease it out. The Lessor shall exercise the fair discretion from the technical specialist's perspective and shall, as required and as a gesture of goodwill, inform the Lessee of the basis for its decision.

#### 3.4. Liability Exclusion for the Lessee («Insurance»)

Claims of the Lessor for accident damages may be excluded for a supplemental fee paid by the Lessee. The fee shall be based upon the Bicycle model and shall amount to 10 € – 20 € per week, 1 € per additional day. Claims for accident damages shall be excluded only if they are not based upon intentional wrongdoing or gross negligence upon the part of the Lessee.

#### 3.5. Supplemental Features

All Bicycles shall be equipped with a tachometer and a mini-pump. All e-bikes shall be equipped with driving assistance, a key, a battery and a battery charger. Missing parts must be paid for by the Lessee when the Bicycle is returned.

#### 3.6. Security from Guests from Third-Party Hotels

Guest who are not staying in contractual hotels of Huerzeler Bicycle Holidays/Active Travel AG (see [huerzeler.com](https://www.huerzeler.com)) must present a valid identification document (passport, personal ID, another form of ID) when the Lessor hands over the Bicycle to the Lessee.

### 4. General Provisions and Applicable Law

#### 4.1. Written Form, Completeness and Severability Clause

The contractual agreement shall be subject to the written form requirement. Any amendments of or supplements to the contractual agreement must likewise be in writing. No oral ancillary agreements have been concluded. The legal invalidity of individual sections and provisions of these General Leasing Terms and Conditions shall not affect their validity as a whole.

#### 4.2. Choice of Laws and Legal Venue

The provisions of this contractual agreement shall be based upon Spanish law. For all disputes arising from or in conjunction with this contractual agreement, exclusively the courts that are competent for the Lessor's commercial residence shall have jurisdiction.

#### 4.3. Offsetting

Offsettings against claims upon the part of the Lessor shall be permissible only with undisputed or legally-upheld claims upon the part of the Lessee.

Playa de Muro, 15/09/2018