



E-BIKE/CITY BIKE GENERAL CONDITIONS

1.The Tenant (hereinafter referred to as “Customer”) and the Lessor (hereinafter referred to as “Employee”), at the time of delivery of the ebike/citybike (hereinafter referred to as “Bike”), will verify the state of functionality of the same. The Customer must use the Bike in order to avoid damage, both to the same and the related accessories.

Automania srl, through the employee, will ask the Customer to pay for the damages and/or breakages caused or suffered by the bike.

2.The Customer is responsible for damages and/or injuries caused to himself, the Bike, third parties and things during the use of the vehicle. Automania srl disclaims all liability in the event of improper use of the vehicle, failure to comply with the rules of the Road Code, damage and/or injuries of the Customer, third parties or things even if accidental.

3.Failure to return the Bike within the time limits indicated on the rental contract will be immediately denounced to the Judicial Authority.

The verification of the functionality of the Bike at the beginning of the rental by the user presupposes the knowledge and the acceptance of the rental agreement and the general rental E-BIKE/CITY BIKE conditions exposed at the counter and available at www.automaniasrl.com

4.The minimum age to proceed with the rental contract is 18 years old.

5.In order to proceed with the rental of the bike, the user must make an explicit request at an Automania srl office. Following the signing of the rental agreement and the payment for the requested days, the Customer must pay a security deposit of €100.00 and must also provide a credit card for purely precautionary purposes; a pre-authorisation will be made on the credit card provided. The Customer authorizes Automania srl to charge any cost or compensation relating to the rental contract on the credit card provided during the completion of the contract itself. The main charging cases with the related costs are reported on the signed rental agreement.

6.Automania srl will take legal actions if the Customer communicates false generality or domicile.

7.The Employee, at his sole discretion, may refuse or revoke the bike rental to people in a clear state of drunkenness or under the influence of drugs or for other reasons.

During the rental, the Employee may carry out checks on the current use of the bike and may request the immediate return of the vehicle in case of improper conditions of use.

The bike will be used exclusively under the direct responsibility of the Customer, only as a means of transport and according to the methods provided for those who carry out a recreational activity. The bike, as well as its accessories must be treated with care, common sense and diligence.

8.During the rental the Customer does not have any form of insurance nor the bike is covered by an RC insurance. The Customer is therefore obliged to comply with and the rules of the Road Code.

9.The bike must be guarded with the diligence of a family father. To this end, the bike is considered in the Customer’s possession until the time of delivery, the bike will be carried out together with the provision of a chain and a padlock to secure it during the periods of outdoor parking; therefore, in case of theft of the bike, the Customer must submit at the offices of Automania srl, a copy of the complaint made at the competent authorities and pay the equal amount of the bike value (amount determined unilaterally and unquestionably by Automania srl on the basis of the market values in use); the amount paid will be totally reversed if the bike is recovered or found, in the same state of use as the beginning of the rental, within 24 hours of the complaint. In case of discovery in a deficit state of use, then damaged or missing of various elements, will be quantified and charged to the Customer’s credit card, the total amount for the purpose of compensation.

10.The use of the Bike presupposes the physical fitness of those who intend to conduct it. Therefore, the Customer, by signing the rental contract,



assumes full responsibility for being equipped with adequate physical capacity to drive and know how to manage the bike.
11. In case of disputes the competent court is the one in Palermo.

FOR WHAT IS NOT PROVIDED FOR IN THIS CONTRACT, PLEASE REFER TO THE RULES OF THE CIVIL CODE ON RENTAL.