



General conditions

These general conditions of sale govern the rental and sale of products / services marketed by TICINO BIKE HUB SRL, based in Gallarate (VA), Via Maino 6, Tax Code and VAT number 03822730127 through the website www.ticinobikehub.it.

The purchase of products / services and the use of the E-Bike presupposes the knowledge and unconditional acceptance by the Customer of these general conditions of sale rental, rates, opening and closing hours of the rental offices of Ticino Bike Hub SRL. All information is indicated on the website www.ticinobikehub.it.

These general conditions are effective from the date of acceptance of the same by the Customer on the site, which is valid for all purposes as acceptance pursuant to art. 1341 of the Civil Code. Each purchase is governed by the general conditions of sale rental in the version that will be published on the Site at the time of transmission of the order by the Customer. The company reserves the right to modify these general conditions of rental sale at any time by reporting them on the site.

Any contractual or non-contractual liability on the part of the company for direct or indirect damages to persons and / or things caused by the non-acceptance, even partial, of an order is excluded.

Any communication from the Customer connected and / or related to the purchase of the Products / Services - including any reports, complaints, requests concerning the purchase and / or delivery of the Products / Services, the exercise of the right of withdrawal, etc. - must be sent to TICINO BIKE HUB SRL at the addresses and in the manner indicated on the Site and to the e-mail address shop@ticinobikehub.it.

1. PURCHASE METHODS | RENTAL

1.1 – To have access to the purchase of products / services and E-Bike rental, the Customer must make the reservation on the site www.ticinobikehub.it providing for payment by credit card.

1.2 – For each of the products / services is available on the site a description containing the main characteristics of the same. All purchase support information is intended as simple generic information material. It is understood that the image accompanying the description of the product may not be perfectly representative of its characteristics, but differ in color, size. The prices, products / services for sale on the site and / or the characteristics of the same, are subject to

change without notice. Before sending the purchase order, the Customer is invited to check the final sale price.

1.3 – The purchase order sent by the Customer through the site has the value of a contractual proposal and is governed by these general conditions of sale rental, which are an integral part of the order itself and that the Customer, through the transmission of the order is required to accept in full and without any reservation. Before proceeding with the purchase of products / services, by sending the purchase order, the Customer will be asked to carefully read these general conditions of sale rental. The correct receipt of the order will be confirmed by an automatic reply via e-mail, sent to the e-mail address communicated by the Customer at the time of registration. This confirmation message will contain an "order number", to be used in the case of any communication. The message will contain all the data entered by the Customer who undertakes to verify its correctness and to promptly communicate any corrections. Each contract for the purchase of products is concluded when the Customer receives the order confirmation by e-mail. In case of non-acceptance of the order, TICINO BIKE HUB SRL guarantees timely communication to the Customer. At the same time as the transmission of the purchase order, the Customer accepts that the confirmation of the information relating to the order placed will be sent by e-mail to the address declared by the same during registration on the site or during the purchase process.

1.4 – In order to make purchases through the site, the Customer must possess the age of majority (18 years) and the ability to act, which the Customer declares to possess.

1.5 – Payment for products/services must be made by credit card. All prices on the site are to be understood as prices to the public and, therefore, inclusive of VAT. Prices may vary without prior notice and the only correct price is the one indicated at the time of order confirmation.

In case of cancellation of the order in the event of non-acceptance of the same by the Company, the cancellation of the same and the release of the amount committed will be made (the release times depend exclusively on the banking system). Once the transaction has been cancelled, TICINO BIKE HUB SRL cannot be held responsible for any damages, deriving from the release of the amount committed by the banking system. TICINO BIKE HUB SRL reserves the right to request additional documents from the customer proving the ownership of the credit card. In the absence of sending the documentation, the company reserves the right not to accept the order. The security of transactions is guaranteed by a data encryption system (SSL) and by direct, protected and certified links.

1.6 – For more information or to receive support you can contact us at the e-mail address shop@ticinobikehub.it.

2. HOW TO ACCESS THE RENTAL SERVICE

2.1 – The Customer must present himself at the Ticino Bike Hub SRL rental point in Via Novara 66 / b in Somma Lombardo (VA) or in another place previously agreed upon with his valid identity document (identity card, driving license or passport) which will be retained and returned upon return of the E-BIKE.

The fee includes only the rental fee for the provision of the E-Bike, as well as any accessories or additional services, for the duration of the service. The rental fee does not include any fines, punctures of tires, nor any damage caused to the E-Bike due to negligence, incompetence and negligence in the use of the vehicle by the Customer and / or by any third party authorized by the Customer to use the vehicle. The rent also does not include everything not expressly provided for in this rental agreement. The services will be provided only on the Italian territory.

2.2 – The Customer declares to collect the E-Bike and all the rented material in perfect working order and maintenance. Any damage caused during use must be reported by email by 24.00 on the day of return of the E-bike. The Customer must not leave the E-Bike unsecured or unattended until he has returned it to Ticino Bike Hub SRL.

2.3 – The E-Bike must be returned during opening hours, in the same place where it was rented or another place previously agreed.

The Customer undertakes to return the E-Bike and accessories within the time limits booked, unless otherwise agreed in writing by email. In case of delay in returning the E-Bike or accessories compared to the agreed time, the daily rental cost will be charged for each day of delayed delivery.

The E-Bike is considered returned only if returned directly to Ticino Bike Hub SRL, it cannot be considered returned if left outside the rental point during closing time, unless otherwise agreed in writing by email. Failure to return the E-Bike, without prior notice to Ticino Bike Hub SRL and without justified and / or serious reasons, will be considered misappropriation, with every consequence of the law. In this case, Ticino Bike Hub SRL reserves the right to take legal action proceeding with an immediate complaint / lawsuit to the Judicial Authority.

2.4 – In case of theft of the E-Bike, the Customer must submit to Ticino Bike Hub SRL an original copy of the complaint/report made to the competent bodies and pay the requested amount corresponding to the new value for each individual E-Bike as per the price list of which the Customer declares to have read or published on the site. It is understood that the aforesaid amount will be returned in case of discovery of the bicycle minus any estimated damage.

2.5 – In case of loss of the accessories of the E-Bike and / or for any damage found during the contradictory return of the vehicle, Ticino Bike Hub SRL will request the Customer the sum necessary for the original restoration of the E-Bike. In this regard, Ticino Bike Hub SRL will proceed with the estimate through a specific estimate issued by the authorized supplier, also taking into account labor costs, consumables, waste disposal and technical downtime of the vehicle. For any damage related to the E-Bike, its parts or accessories, Ticino Bike Hub SRL is authorized to permanently charge the Customer's credit card a sum of money commensurate with the extent of the damage suffered.

2.6 – If during the duration of the rental, the E-Bike is no longer functional for reasons not attributable to the Customer, the latter may ask Ticino Bike Hub SRL to replace the vehicle with another working one. In this regard, it must immediately inform Ticino Bike Hub SRL of the reasons that caused the damage to the bicycle. The general rental conditions provide for the possible

replacement of the E-Bike or accessories, subject to availability, with one of the means currently available from Ticino Bike Hub SRL, even if different in technical characteristics. In the event that Ticino Bike Hub SRL does not have a replacement E-Bike (accessories), it is obliged to reimburse the Customer for the rental fee unless there are less than 2 hours to the end of the rental period.

2.7 – Cancellation

In case of cancellation of the rental by the Customer, or in case of no-show at the place scheduled for departure, Ticino Bike Hub SRL reserves the right to withhold the amount paid as a deposit for the reservation.

The cancellation of the booked rental by the Customer, if communicated by email to Ticino Bike Hub SRL, will produce the following effects:

- if the cancellation takes place before 48 hours prior to the date scheduled for the departure of the rental, it will entitle you to a voucher of € 20.00 (for each E-Bike and for each day booked, except for special conditions or agreements) to be used within 60 days;
- if the cancellation takes place less than 48 hours before the date scheduled for the departure of the rental, it will not entitle you to any voucher or to the refund of the amount paid.

If the rental is canceled or interrupted by Ticino Bike Hub SRL due to adverse conditions that could put at risk the safety of the participants (eg :intense rain or thunderstorms), or for reasons of force majeure, the Customer will be offered at least one hypothesis of modification. If this /s do not satisfy the Customer and should not be accepted by the Customer, Ticino Bike Hub SRL will recognize a voucher to be used within 60 days for a rental of the same amount.

2.8 – The early interruption of the rental for reasons not due to the malfunction of the E-Bike will not give rise to any refund.

3. TERMS AND CONDITIONS OF USE OF THE SERVICE

3.1 – The use of the bicycle presupposes the physical fitness and technical competence of those who intend to drive it. Therefore, the Customer by renting the E-Bike assumes the risks deriving from the activity and declares that both he himself and any other users authorized by the Customer are unconditionally equipped with adequate capacity and relative competence, to enjoy good health, to know how to orient themselves and follow the chosen routes.

The use of the bicycle is reserved for adults, unless the minor is accompanied by an adult who assumes full responsibility for any damage caused to third parties by the minor, or suffered by the same minor. In the case of use by minors, the parent / custodian of the minor assumes the tacit acceptance of all the rental conditions stated therein and the parent / custodian will respond in place of the minor.

3.2 – The E-Bike is to be used exclusively as a means of transport and is to be treated with the diligence of the good father of the family, in order to avoid damage to both the same and its accessories, without alienating it, giving it as a pledge or allowing others to constitute on the same right of ownership, pledge, mortgage or possession, for any reason that may affect the rights of the company managing and / or owning the E-Bikes. The Customer undertakes not to install,

without the express authorization of Ticino Bike Hub SRL, any accessory that may create a malfunction of the original electrical parts of the E-Bike.

It is forbidden to use the E-Bike to carry out commercial activities nor is it possible to transfer it for use to other subjects. It is also forbidden for the Customer to use the rented bicycle in races and / or competitions of any kind.

3.3 – Ticino Bike Hub SRL may carry out checks on Users upon delivery or during the use of the E-Bike and may request its immediate return if it detects improper use of the bicycle. Ticino Bike Hub SRL may, at its sole discretion, refuse the rental to persons in an alleged state of drunkenness and / or under the influence of drugs (in accordance with articles 186-187 of the Highway Code) and / or for all the reasons it deems valid in which the reliability of the Customer is undoubted.

4. RESPONSIBILITY

4.1 – The Customer is responsible for the E-Bike until its return, he is also solely responsible for any damage that may be caused to his person, third parties, the E-Bike and things during the use of the vehicle. During the rental the Customer does not enjoy any form of insurance nor is the electric bicycle covered by RC insurance. The Customer is therefore required to comply with the rules established by the Highway Code and the Civil Code. In all these cases, the Customer indemnifies and indemnifies Ticino Bike Hub SRL, the company that owns the E-Bikes and/or the various service providers from any administrative, civil and criminal liability for all infringements, seizures, penalties, and other responsibilities connected with the use and conditions of the leased vehicle and all its parts.

4.2 – Ticino Bike Hub SRL strongly recommends providing a Civil Liability and Personal Accident Insurance, to cover any damage to third parties, medical expenses.

5. TOURS/EXCURSIONS/EVENTS

5.1 – The customer who books and participates in a tour / excursion / event accepts:

- to approve the regulation ([LINK REGULATION](#)) to the tour / excursion / event and to accept it unconditionally;
- to have been informed about the risks of the activity in question and that he is aware of what he will face during this activity.
- to exonerate the organizer from all liability with regard to risks, damage and/or accidents that may occur to his or her person or means."Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, participants declare that they specifically approve the organiser's disclaimer of liability with regard to risks, damages and / or accidents that may occur to their own person or means."

5.2 – Ticino Bike Hub SRL strongly recommends providing a Civil Liability and Personal Accident Insurance, to cover any damage to third parties, medical expenses.

5.3 – During the tours / excursion / events Ticino Bike Hub srl will be able to take photographs and videos. The Customer hereby AUTHORIZES the publication of their images taken by the authorized persons in charge of "Ticino Bike Hub srl" during their activities for the use of exhibitions, publications, brochures, posters, television broadcasting, dissemination in the press and the

internet. This authorization does not allow the use of the image in contexts that compromise one's personal dignity and decorum and in any case for use and / or purposes other than those indicated above. The Customer confirms that he has nothing to claim by reason of the above and irrevocably waives any right, action or claim deriving from the above authorized.

5.4 – Cancellation of participation

In case of cancellation of the participation by the Customer, or in case of no-show at the place scheduled for departure, Ticino Bike Hub SRL reserves the right to withhold the amount paid as a deposit for the reservation. If the tour / excursion / event is canceled or interrupted by Ticino Bike Hub SRL due to adverse conditions that could put at risk the safety of the participants (eg .: heavy rain or thunderstorms), or for reasons of force majeure, the Customer will be offered at least a hypothesis of modification. If this /s do not satisfy the Customer and should not be accepted by the Customer, Ticino Bike Hub SRL will recognize a voucher to be used within 60 days for a purchase / service of the same amount. The early interruption of the tour / excursion / event for reasons of force majeure will not give rise to any refund.

6. RESOLUTION AND DISPUTES

6.1 – The violation by the Customer of even one of the provisions of the articles in these general rental conditions, will legitimize Ticino Bike Hub SRL to terminate the contract with immediate effect pursuant to art. 1456 of the Italian Civil Code. and compensation for damages.

For anything not mentioned in these general rental conditions, the relationship between the Parties (contractors) is governed by the rules of the Civil Code. For any dispute arising between the Parties, the applicable law is Italian and the exclusive place of jurisdiction is that of Busto Arsizio, VA 21052.

The parties, after careful reading, specifically approve in writing clauses 1 (PURCHASE METHODS | RENTAL) – 2 (METHOD OF ACCESS TO THE RENTAL SERVICE) – 3 (METHODS AND CONDITIONS OF USE OF THE SERVICE) – 4 (RESPONSIBILITY) – 5 (TOURS / EXCURSIONS / EVENTS) – 6 (RESOLUTION AND DISPUTES) pursuant to art. 1341 E 1342 C.C., upon confirmation of the order on the site www.ticinobikehub.it or by affixing his signature at the bottom of this document.

OPENING HOURS and PICK-UP POINTS

SUNDAY, MONDAY and HOLIDAY

08.00 - 09.00 e 18.00 - 19.00

TICINO BIKE HUB Via Novara, 66b Somma Lombardo

From TUESDAY to SATURDAY

09.00 - 12.00 e 14.30 - 19.00

BICITIME Via Torino, 8 Gallarate

CREMA BIKE Via Don Selva, 5 Somma Lombardo

RENTING PRICE

BIKE	PRICE	
FANTIC FULL AM	€ 45,00	
FANTIC FULL TR	€ 40,00	
FANTIC FRONT XC	€ 35,00	
FANTIC JUNIOR	€ 30,00	
CARRELLINO - SEGGIOLINO	€ 15,00	€ 10,00

BIKE VALUE

BIKE	PRICE
FANTIC FULL AM	€ 5500
FANTIC FULL TR	€ 5000
FANTIC FRONT XC	€ 3500
FANTIC JUNIOR	€ 2000