

**BIKE RENTAL LETTER**

The undersigned.....  
born in .....on .....  
residing in .....at (street address) .....  
cell.....email.....  
requests and obtains the rental of .....bicycles .....  
model .....size ..... from ThinkBike srl.

The undersigned declares that he/she has examined and is aware of the rental conditions and the rules for the provision of the bicycle rental service, which for all purposes of the law constitute a contract for use, and that he/she is aware of and accepts the general contractual conditions of such, in particular the consequences to the person renting the bicycle in the event he/she is injured while using it.

The Customer also declares that pursuant to Legislative Decree 196/2003, he/she has been informed as follows:

- a) The personal information provided will be processed for institutional purposes connected to or used in managing the service.
- b) The personal information provided will be processed using computerized and manual methods, in a way which guarantees the confidentiality of the information.
- c) It is obligatory to provide the information, both in order to access the service and to allow the Service Operator to manage subsequent procedural requirements; failure to provide the required information will make it impossible access the service.
- d) The data provided may be communicated to other public or private parties exclusively for procedural requirements that are strictly related to achieving the purposes set out in letter a).
- e) The Customer may exercise the rights set out in Art. 7 of Legislative Decree 196/2003, such as, for example, deletion, transformation into anonymous form, or blocking of information processed in violation of the law, supplementing, updating information, etc.
- f) The data controller is Thinkbike srl, with headquarters at Viale Luigi Majno 17A, Milan, whom the Customer may contact in order to assert the rights set out in the aforementioned Art. 7 of Legislative Decree 196/2003.

(the Customer)

**RECEIPT FOR SECURITY DEPOSIT**

I have received from Mr/Mrs.....the amount of € ..... as a security deposit for rental of CINELLI bicycle model..... This sum will be returned after the bicycles are returned and inspected for any damage.

.....  
THINKBIKE srl

*For delays or other needs call +39 02 804960 or +39 348 5269660*

## RENTAL CONTRACT

The rental of the bicycles and accessories set out in this contract is governed by these general rental conditions, the rental letter, the rental price list published on the website [blog.turbolento.net](http://blog.turbolento.net) and the price list for damage to bicycles and accessories (for purposes of simplicity, hereafter this will all be referred to as the "Rental Documents").

These General Conditions have been prepared pursuant to the provisions of Legislative Decree 206/2005, Part III, Item I, Section II as amended.

All purchase transactions shall be governed by the provisions of Legislative Decree 185/99, and with regard to Privacy protection, shall be subject to the provisions of Legislative Decree 196/2003.

### 1. ACCESS TO THE SERVICE

The operator of the rental service for the bicycles and accessories is Thinkbike srl, with headquarters at Viale Restelli 3 - 20124, Milan, listed with the Milan Company Registry under no. 2023172/2013, tax number and VAT number 08395490967 – corporate capital €75,000.

The term Customer means the party who signs the rental contract for either personal use and/or on behalf of third parties (such as an accompanied minor). If more than one bicycle is rented by a single Customer, each bicycle will be linked to a specific user. Subject to the general rules on civil liability, the Customer shall act as guarantor and responsible party for any damage caused by the bicycle rider subject to the contract. To obtain the rental of a bicycle and any accessories, the Customer must provide a valid identity document. Use of the bicycle is reserved to adults, unless the minor is accompanied by an adult, who shall assume responsibility for the minor.

The Service Operator may refuse to rent the bicycle to a person who is not considered capable of riding it (pursuant to articles 186 and 187 of the Italian Traffic Code) or for other reasons, all at the complete discretion of said Operator.

To confirm the reservation, advance payment of 100% of the fee is required, plus a security deposit of 50% of the price of the rental bicycle (price list attached).

It is agreed that, if consumer protection regulations on distance sales are applicable, the Customer shall have the power to exercise the right to rescind the contract within 14 days after the contract is concluded, or, if later, after the date the contractual documents are received; in this case the Service Operator shall refund any payment the Customer has made, net of any costs incurred.

Said right to change one's mind shall not be applicable if the rental service has already commenced, with delivery of the bicycle and the relative accessories, before the Customer has exercised her/his right of rescission.

If the reservations are canceled when the right to change one's mind as governed above is not available, a penalty of 5% of the rental fee shall be withheld for cancellations which are at least 5 days prior to the delivery date, and 30% for cancellations communicated after that date. In case of cancellation and payment of the penalty, any amount paid for the security deposit shall be returned in full.

Payment shall be made by bank transfer or via credit card/PayPal.

### 2. METHODS FOR REQUESTING THE SERVICE

The Customer must email a rental request to [turbolento@thinkbike.it](mailto:turbolento@thinkbike.it) and will receive prices, instructions, and documents regarding the rental conditions.

After the request, methods for delivering the bicycles shall be determined that are appropriate for the needs of the contracting parties, determining any accessories and types of pedals available.

### 3. DELIVERY AND RETURN OF THE BICYCLE

At the time the bicycle is delivered, the Customer and the Service Operator shall check its condition. By accepting delivery of the bicycle complete with any accessories, the Customer acknowledges that it is mechanically efficient and declares that he/she has performed a preliminary control of the bicycle and found it to be suitable for the agreed use. Any defects in the bicycle's appearance present at the time of delivery shall be reported in the rental conditions.

The Customer undertakes to return the bicycle and accessories to the place of initial delivery at the established time. A return to a place other than that of the initial delivery must be authorized in advance, and in this case the rental Operator's costs of picking up the bicycles shall be charged to the Customer and added to the rental costs.

The rental conditions provide no type of assistance during the trip or rental period. In the event of a mechanical failure which is not due to malfunctions of the bicycle, the Customer must independently perform any repairs. In case of damage due to a clear malfunction, the Customer must reach an advance agreement to perform the repair and charge the relative costs to the Service Operator only if these costs have been authorized in advance.

If the bicycle or accessories are returned later than the agreed time, a half-day rental shall be charged for each 4 hours of delay in delivery.

### 4. USE OF THE SERVICE

The bicycle is to be used exclusively under the Customer's responsibility, solely as a means of transport for recreational purposes.

The Customer is required to act as a diligent custodian and undertakes to return the bicycle and accessories in the same condition and state of repair as when they were delivered to him/her. In the event of new damage, the sum set out in the Maintenance Table shall be charged, and by signing the Rental Letter the Customer declares that he/she has read, understood and accepted it.

The Customer must follow the instructions for use and the applicable provisions of the Italian traffic code, and shall be considered the sole responsible party in the event of any violation of such.

The use of the bicycle assumes that the person who intends to ride it is physically capable of doing so. Therefore, by signing the conditions and rental letter, the Customer assumes all responsibility, declaring that he/she is physically capable of riding and knows how to handle the bicycle, and thus assumes all responsibility for any damage caused due to his/her fault or negligence.

There has been no agreement for any preventive insurance covering damage to or theft of the bike, but only an optional third party civil liability insurance policy, to be entered into separately, with charges in addition to the cost of the rental.

### 5. DAMAGE AND THEFT

The Customer shall be responsible for injury to himself/herself, to third parties, to property, to the bicycle, and to its accessories during the use of the bike. The Customer shall be solely responsible for any event, damage or injury as a result of riding and use of the bicycle. The Customer shall thus be solely responsible for any damage/injury to himself/herself, to third parties, to property, and to the bicycle itself as a result of the negligent use of the bicycle.

In the event of damage and/or breakage caused to the rented bicycle or accessories which are not due to the normal use of such, the Customer must pay the rental Operator for the damage caused. The relative repair costs are those of the price lists valid for the year.

In case of failure to return the bicycle or irreparable damage to it, the Customer must reimburse the Operator for the damage done, by paying the bicycle's current list price or the cost of the individual additional components as indicated in the annual price lists.

If the bicycle is not returned because of its theft, the Customer must present the rental service Operator with a copy of the theft report presented to the competent offices and pay compensation for the loss in the amount of the bicycle's current list price and the cost of the other articles stolen as indicated in the Maintenance Table. The service Operator shall return these sums to the Customer if the bicycle is found.

### 6. TERMINATION CLAUSE

Violation of even a single provision of articles 4 and 5 shall give the Rental Operator the right to terminate the contract pursuant to Art. 1456 of the Italian Civil Code and to demand compensation for damages.

### 7. COMPETENT COURT AND JURISDICTION

The rental relationship set out in this Contract and any other relationship arising from such shall be governed by Italian law. Subject and without prejudice to the provisions of Article 33, paragraph 2, letter u of the Italian Consumer Code (Legislative Decree 206/2005), that is the courts of the district in which the Consumer resides or has elective domicile, any dispute arising from the relationships governed by the "Rental Documents" shall be subject to the exclusive jurisdiction of the Courts of Milan.

### 8. TRANSLATION

In the event of a conflict between this version and the English translation, the Italian version shall prevail and shall constitute the sole text which is legally binding on the parties.

Milan, (date)

(the Customer)

(The Rental Operator)