

General Terms and Conditions of Rent a Bike AG for corporate e-bike sharing

1. Area of application

These General Terms and Conditions GTC apply to the corporate e-bike sharing programme of Rent a Bike AG.

2. Conclusion of the contract

Rent a Bike AG (hereinafter referred to as the Lessor) rents out bicycles or e-bikes of various brands to the customer (hereinafter referred to as the Lessee). These are the property of Rent a Bike AG. The rental contract is concluded between the Lessor and the Lessee. The contract is concluded upon acceptance by the lessor and after checking the authorisation to purchase (only legal entities are authorised to purchase, otherwise the conditions for private customers apply).

3. Contract content

The rental price includes the use of the rental vehicle for the agreed rental period, the delivery/collection of the rental vehicle and the insurance in accordance with Section 9.

From a term of 3 months and a minimum order quantity of 4 rental vehicles, optional and chargeable services can be booked in accordance with Section 7.

4. Runtime

4.1 Contract duration

Corporate e-bike subscriptions can be booked for a term of 1 to 12 months. The rental fees are charged according to the selected rental period and are calculated pro rata from delivery in the 1st month, and thereafter according to the ordered rental months.

4.2 Contract extension

This contract ends with the contractually agreed rental/abandonment period.

Extensions to the booked service packages (number of e-bikes, size split, options) are possible by mutual agreement, subject to price adjustments.

Cancellation in accordance with clause 14 remains reserved.

5. Rent, prices and terms of payment

5.1 Prices

Prices are quoted in CHF, exclusive of VAT.

5.2 Payment deadline

The rental fee is payable in advance by invoice. The invoice is issued by Rent a Bike AG to the contractually agreed company address.

5.3 Demolition

If the rental is cancelled, there is no entitlement to reimbursement of the remaining rental period not used.

5.4 Default of payment

The tenant shall be in default without a reminder if payments are not made as agreed. From the due date, default interest of 5% on the amount due is owed. If the tenant is sent a reminder due to late payment, CHF 20.00 will be charged for each reminder. All other expenses incurred in connection with the collection of due claims shall be borne by the tenant. The Lessor shall in any case be entitled to confiscate the vehicle or have it confiscated in the event of non-payment.

6. Maintenance obligation

The renter is obliged to take all necessary measures to maintain the guarantee and warranty claims. All repairs must be carried out by a specialist dealer or at a Rent a Bike service centre. For the purpose of carrying out these recommended measures, the renter must take the vehicle to a named service partner at their own expense and collect it again, unless otherwise agreed.

7. Optionally bookable services

Optional services can be booked from a term of 3 months and a minimum order quantity of 4 rental vehicles.

7.1 Optional cleaning package

When booking the optional cleaning package, the e-bikes are cleaned and maintained by Rent a Bike AG's mobile service teams on a monthly or quarterly basis. Cleaning on a quarterly basis (every 3 months) requires a rental contract of at least 12 months.

7.2 Optional maintenance package

When booking the optional monthly or three-monthly maintenance package, Rent a Bike AG is responsible for the obligations set out in Clause 6. Maintenance includes service intervals, repairs and the replacement of wearing parts (e.g. brake pads, chain, chain rings, cassette, tyres) that arise despite proper use of the vehicles. Maintenance on a quarterly basis (every 3 months) requires a rental contract of at least 12 months.

7.3 Optional management platform, app and smart lock

The optional Smartlock includes the following services:

- Management software incl. user management, vehicle and lock management
- Mobile app (Android/iOS) for reservations and lock opening (Bluetooth)
- Smartlock with integrated GPS and theft protection

In addition, all necessary licences and the communication costs incurred during use are included.

8. Storage of the vehicles

The contractual partner undertakes to store the vehicles in weather-protected, lockable rooms that are not accessible to the public.

9. insurance

9.1 Liability

For vehicles with electric pedal assistance up to 45 km/h, compulsory liability insurance is included in the price.

In the case of e-bikes (motor assistance up to 25 km/h) and bicycles that do not require a licence, it is the responsibility of the hirer to take out liability insurance or to ensure that the users have such insurance.

9.2 Protection package

9.2.1 Included services

The rental price includes a comprehensive protection package that covers the following claims/events:

- unforeseen and sudden damage and destruction of the rented bike as a result of an accident or fall during use.
- Damage, destruction or loss of the rented bike as a result of attempted or completed theft.
- In the event of a breakdown, the renter can make use of the included assistance. This covers restrictions to the roadworthiness of the rented vehicle as a result of a breakdown, an accident or a flat battery.

Damage due to inadequate maintenance is expressly excluded from the protection package and must be borne by the tenant in accordance with Section 6 above.

9.2.2 Deductible

The following deductible is applied in the event of a claim:

- Accident events: 10 % of the claim costs, but at least CHF 100.00 per event
- Theft events: CHF 500.00 per event
- Assistance: CHF 100.00 with empty battery

9.2.3 Exclusions from the protection package

Not included in the protection package:

- a) Damage due to fire or natural hazards;
- b) Damage as a result of permanent, foreseeable influences such as ageing (including the normal reduction in performance of batteries and light sources), wear and tear, corrosion or excessive build-up of rust, sludge or other deposits;
- c) Damage for which the manufacturer or seller as such is legally or contractually liable (warranty damage);
- d) Damage to accessories of any kind that are not permanently mounted on the vehicle.
- e) Damage due to warlike or terrorist events and unrest of all kinds and the measures taken against them;
- f) Damage as a result of vandalism;
- g) Cosmetic damage such as paint scratches or dents;
- h) Theft in the absence of an adequate local anti-theft device;
- i) Losses due to loss or misplacement;
- j) Damage as a result of official orders, confiscations or strikes;

- k) Claims arising from losses whose occurrence was to be expected with a high degree of probability or was accepted;
- l) Damage that occurs during participation in racing events and training sessions;
- m) Damage for which proof of loss cannot be provided;
- n) Losses from events that had already occurred at the start of the insurance;
- o) Damage and defects caused by inadequate maintenance or failure to observe the maintenance measures recommended by the manufacturer;
- p) Damage and defects that are attributable to improper use of the insured bike in accordance with the manufacturer's instructions;
- q) Damage caused by grossly negligent or wilful behaviour;
- r) Damage insured under other insurance contracts;
- s) Damage resulting from the commission of criminal offences or the attempt to do so; and
- t) Damage due to drunkenness, drug or medication abuse.
- u) Damage to and theft of the trailer towed by the bike
- v) Damage due to excessive wear and tear or lack of maintenance (Clause 6.)

9.3 Assistance

In the event of a breakdown, the renter can make use of the included assistance. This covers restrictions to the roadworthiness of the rented vehicle as a result of a breakdown, an accident or a flat battery.

Mechanical and electrical faults in the rented vehicle, where it is not possible or not legally permissible to continue the journey, as well as key breakdowns (the attached lock cannot be opened properly or the key or lock is damaged) are deemed to be breakdowns.

The following applies to the provision of these services:

- Assistance services will only be provided if the rented vehicle is located on a road accessible to emergency vehicles in Switzerland or the Principality of Liechtenstein at the time of the assistance incident.
- If a repair is possible at the location of the Assistance event, only a repair at this location will be provided.
- If a repair is not possible at the location of the Assistance incident, a repair will always be carried out at the nearest repair workshop, provided this is possible within three hours. If no repair is possible within three hours, a repair can also be carried out at the original repair centre. If neither the nearest repair workshop nor the original repair workshop is open, the rented vehicle will be transported to the current place of residence of the user of the rented vehicle.
- The compensation is set at a maximum of CHF 500.

9.4 Procedure in the event of a claim

Procedure for accident and theft incidents, warranty extension incidents or assistance incidents. An assistance event must be reported to the Swiss Service Centre DLC AG:

Phone: +41 (0) 44 563 61 40

To check the cover, enter your Suisse Velo ID or the note "Rent a Bike".

All other claims must be reported to Suisse Alpine Service AG immediately (within 14 days at the latest):

E-mail: schaden@suisse-velo.ch

Internet: <https://www.suisse-velo.ch/lostfound/intro/>

The lessor shall not assume any costs in the event of late notification.

9.5 Data protection

For the duration of the rental, the vehicle is covered by insurance in the name and for the account of the Lessor, from which the Lessor alone is entitled to claim.

For the purpose of checking cover in the event of a claim, the Lessor shall pass on the contact details of the Lessee as well as the brand, type and frame number of the rented vehicle to Helvetia Swiss Insurance Company Ltd, which shall process this data in accordance with its data protection declaration (available at: <http://www.helvetia.ch/datenschutz>).

10. Liability of the landlord

The Rental Firm accepts no liability towards the Hirer or third parties for accidents or damage that occur during the rental period. Similarly, the Rental Firm shall not be liable for damage caused as a result of defects in the vehicle. The statutory warranty provisions and guarantee services of the vehicle manufacturer remain reserved.

The renter is not entitled to a replacement vehicle if the rented vehicle is under repair, has been stolen or is permanently unroadworthy. The rental fee remains due until the contract expires.

11. Information and control obligations on the part of the tenant (rules of use and communication to employees)

The lessee must ensure that the e-bikes provided under the contract are used in accordance with the law. In particular, the minimum requirements regarding age and driving licence must be observed, communicated to employees and compliance with these must be ensured.

In accordance with Art. 18 of the Ordinance on the Technical Requirements for Road Vehicles (VTS), the following rules apply when riding an e-bike:

- E-bikes up to 25 km/h are considered light motorcycles and may be ridden from the age of 16 without a driving licence. From 14 - 16 years a driving licence Cat. M licence is required. Under the age of 14, the use of an e-bike is prohibited in any case.
- S-pedelecs with an assistance of up to 45 km/h are considered motorised bicycles. They may be ridden from the age of 16 with at least a category M (or higher) driving licence.

Rent a Bike AG declines all liability arising from non-compliance with these regulations.

12. Liability of the tenant

The lessee is obliged to use, store and lock the vehicle in a careful manner, to observe all legal regulations associated with the possession, use or maintenance of the vehicle, and to follow the manufacturer's maintenance, care and use recommendations

The tenant is obliged to take all necessary measures to maintain the guarantee and warranty claims.

The Lessee shall be liable for all fees, charges and fines incurred in connection with the use of the vehicle, e.g. driving the vehicle by an unauthorised driver, use of the vehicle for a prohibited purpose and any other possible penalties for which the Lessor is held liable, unless they were caused by the Lessor's fault.

The Lessee may not make any changes to the vehicle that cannot be removed with little effort and without leaving permanent traces. After termination of the rental agreement, the Lessee is obliged to restore the vehicle to its original condition at his or her own expense. If this is not done, the Lessor may have the vehicle restored at the Lessee's expense.

The Hirer is expressly advised of the temperature sensitivity of the rechargeable batteries belonging to the vehicle. The Hirer is obliged to always store the vehicle with the batteries in accordance with the manufacturer's instructions in such a way that there is no risk of temperature damage.

13. Handover and return of the vehicle

13.1 Vehicle handover

The vehicle is handed over by Rent a Bike at the contractually agreed company location ready for use and with the contractually agreed accessories. By signing the delivery note, the customer confirms receipt of the goods.

13.2 Vehicle return

At the end of the contract, the lessee must return the vehicle with the contractually defined accessories to the contractually specified company location for collection.

13.3 Condition of the vehicle and return protocol

The vehicle must be returned in fully functional condition and with all accessories such as keys, operating instructions, etc. A corresponding checklist will be provided to the Lessee. A corresponding checklist will be provided to the Lessee.

A return protocol is signed upon return.



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14. Disposal of the vehicle

The vehicle may not be sold, pledged or encumbered with third-party rights.

The Lessee is obliged to grant the Lessor or its authorised representative access to the vehicle during normal business and operating hours or at a reasonable time of day.

15. Premature cancellation of the rental agreement

The Lessor may terminate this contract at any time with immediate effect for good cause. The following events in particular shall be deemed to constitute good cause: a) if the Lessee defaults in whole or in part on payment obligations under this contract for at least three months despite a reminder warning of the legal consequences and setting a grace period of 14 days; b) if the Lessee breaches material contractual provisions, in particular in accordance with sections 6 to 11 c) in the event of cessation of business operations, bankruptcy or relocation of the Lessee's registered office outside Switzerland.

16. Address changes

The tenant must notify the landlord immediately in writing of any changes of name or registered office. Until such notification, declarations by the Lessor may be sent with legal effect to the address last verifiably notified by the Lessee.

17. Data protection regulations

Rent a Bike and its contractual partners undertake to process the personal data obtained only within the scope of the order and not to pass it on.

Rent a Bike and its contractual partners are responsible for maintaining the confidentiality of persons involved in data management and processing and ensure that no one can gain unauthorised access to personal data.

18. Place of jurisdiction

The courts in Willisau shall have exclusive jurisdiction for any legal disputes arising from this contract. Swiss law shall apply.

Willisau, February 2024