

BICYCLE RENTAL CONTRACT

TERMS AND CONDITIONS

Defining the conditions and civil responsibilities of clients who celebrate with Galacio Bike, Lda - legal person N^o 509161065 , represented by Galacio Carolino managing partner, headquartered in Rua do Escoural n.^o 38 Sra. da Saúde, 7005-426 Évora, Portugal.

Article 1 - object

The Galacio Bike , Lda. provides the rental service to the customer and the latter receives the vehicle described in the specific conditions of the contract to be signed for hire.

Article 2 - rental

1. The amount, frequency and expiration dates of the rental for the use of the vehicle, are defined in the specific conditions.
2. The rental payment will be made in cash or by ATM transfer and in accordance with the table in clause 5.

Article 3 - place and time

Vehicles can be rented at our facilities n the Galacio Bike,Lda in place to combine, during the following hours: from 10h00 to 13h00 and from 15h00 to 19h00 all days except Sunday closing for staff rest.

Article 4 – rental conditions

1. The s vehicles will be rented only in working hours and the minimum contracted;
2. The rental of the vehicle implies the signing of the contract as well as the subscription of a civil liability insurance contract;
3. It is mandatory, when renting, to present a valid personal identification document with a photograph.
4. The rental of the vehicle is reserved for people over 18 years of age (or minors provided they are accompanied by a responsible for education who

provides a term of responsibility) as long as they present themselves with valid documentation.

5. The Galacio Bike , LDa. reserves the right to refuse the rental of a vehicle to anyone who is visibly under the influence of alcohol or another prohibited substance, or to a person who does not offer the conditions for using the vehicle, as well as to anyone who has previously failed to comply with the conditions of rental.

6 . S was made available with the rental of the vehicle u m padlock, emergency kit and air pump when requested by the client (for rentals of more than one day)

Article 5 – rental rates

1. The rental rates of bicycles depend on your usage time and type of bike as our table on www.galaciobike.com.

2. The return of the vehicle before the end of the contracted period does not determine the return of any amount previously paid for the purchase of hours/days of use.

Article 6.º- security and " *retainer* "

1. It is mandatory, at the time of rental, the payment by the customer of a deposit in the amount of 300 euros and a *retainer* of 1500 euros. A *retainer* is a sum that is retained on your customer's credit card without being debited. This amount is only used in case of damage to the bike in excess of 300 euros as a deposit.

2. The value of the deposit will not be refunded if the vehicle or other accessories made available show partial and/or total damage resulting from its incorrect use, regardless of fault, but only in case of refusal of voluntary payment for the damaged parts in accordance with the quote presented by the mechanic of our company. Replacement values for damaged parts are attached to this contract. Prices shown include VAT at the legal rate in force, as well as labor for replacement/replacement/repair.

Article 7 – obligations of Galacio Bike , L da. :

- A) deliver the vehicle object of this contract to the customer, accompanied by the documents and equipment referred to in the particular conditions;
- B) ensure the use of the vehicle for the purposes for which it is intended;
- C) provide support in case of breakdown or accident, taking all necessary steps to assist the customer.

Article 8 – Customer obligations:

- A) make normal and prudent use of the vehicle, complying with the rules of driving on public roads;
- B) refrain from using the vehicle in such a way as to jeopardize its operation and safety;
- C) pay the rent;
- D) provide security;
- E) do not sub-rent the vehicle;
- F) not lend, assign, transfer, adapt or modify the vehicle;
- G) not transport third parties;
- H) abstain from using the vehicle in any type of sporting event;
- I) allow the examination of the vehicle by Galacio Bike , L da. even during the term of the rental;
- J) observe, in the event of an accident, the rules and procedures provided for in article 12;
- K) immediately notify Galacio Bike , L da. the detection of any defect or anomaly related to the use of the vehicle;
- L) immediately notify Galacio Bike , L da. in case of theft or damage caused by third parties;
- M) defray fines, fines and similar expenses related to the use or detention of the vehicle during the contracted rental period;

N) do not use the vehicle outside the geographical area established with Galacio Bike , Lda.;

O) return the vehicle, at the end of the rental period, with the equipment and documents referred to in the particular conditions and with the extras that have been added to it, in the condition resulting from its normal use.

P) pay the value for damages in accordance with the table attached to this contract

Article 9 – risk and insurance

1. Without prejudice to the provisions of general law, the risk of loss or deterioration of the vehicle is borne by the customer.

2. The customer undertakes to subscribe, with the signing of the vehicle rental contract and during the rental period, the insurance policies for the benefit of Galacio Bike , Lda, covering the following risks;

A) damages to third parties: property damages to property and property and non-property damages caused to third parties resulting from faulty driving.

3 . The policy expressly states that in the event of a claim, the indemnity must be paid directly by the insurance company to Galacio Bike , Lda.

4 . In the case of Galacio Bike , Lda. be called to indemnify third parties for damages related to the use of the vehicle not covered by the respective policy, may exercise against the customer the right to refund the amounts incurred.

5. The coverages and deductibles of this insurance are as indicated in the following table:

Personal accident insurance (extra risks - professional)

Basic coverage	capitals
Death or permanent disability	23 000,00 €
* treatment or repatriation expenses	4 000,00 €
** exploration civil liability	50 000,00 €
* 75 euro deductible for treatment expenses ** 10% deductible (material damage)	

Article 10 – return

1. F going to bike rental period is compulsory to return at the same station where the contract is concluded, unless otherwise stipulated and operation period referred to in Article 3
2. The non - compliance with the provisions of the preceding paragraph implies the application of a penalty in the amount of € 70.00 per day of delay, amounts paid in cash collateral.
3. The delivery of the vehicle in a different location must be expressly agreed between the parties.

Article 11 – liability for theft and damage caused by an accident

There is currently no insurance in Portugal against theft or theft of bicycles.

1. The customer is responsible for the theft and damage to the vehicle and its accessories made available during the rental period.
2. E m the event of theft of the vehicle the client must immediately notify this fact to the Galacio Bike , LDa. , at the address or by telephone, and must file the respective complaint with the competent authorities (PSP or GNR).
3. The failure to return the vehicle in the contract termination date implies the total loss of the collateral value and the correctness of the amount missing to the total coverage of the vehicle's value.
4. The s damage caused by accident or misuse of the vehicle as well as the breakdown or damage of the respective accessories will be the customer's responsibility, regardless of fault in the accident, applying constant general conditions of the policy on the insurance policy taken in relation to third parties possibly involved in the accident.
5. The value of the deposit withheld has the exclusive function of replacing the vehicle or repairing deteriorated parts.

Article 12 – breakdowns

1. In case the customer by use vehicle has a fault, because it should not be attributed, it must communicate the fact immediately to Galacio Bike, LDA. or by calling 266785672 or 9 67335734 in order to proceed with the replacement of the vehicle.
2. In case of vehicle Irreplaceability the total amount involved will not be charged the rental period and will be available a vehicle in another period to be agreed.
3. The customer must, when returning the equipment, inform Galacio Bike , Lda. when the existence of any defect or breakdown in the vehicle and other available equipment.

Article 13 - table of equipment values in case of breakdown

1. In the case of theft or accident and total loss of the rented vehicle, the customer shall pay the respective values in accordance with the purchase value at the date of the event.
2. In the case of damage to the rental vehicle, the customer shall pay the respective damaged parts in accordance with Annex presented at the end of this contract.

Article 14 – general provisions

1. The vehicles to rent the Galacio Bike , Lda. are the exclusive property of the first contractor, and are intended for leisure trips.
2. The customer is free to choose the itinerary of his choice, as long as he observes the rules contained in this contract.
3. The Galacio Bike , Lda. advises the use of appropriate protective accessories, namely, helmet, gloves and other accessories that are required for better security (goggles, knee and elbow pads, etc.).
4. The Galacio Bike , Lda. advises that all the necessary prudence be used for the use of the vehicle and advises that all the rules of the highway code are observed when using the vehicle.

5. Vehicle may carry only one person;

6. The territorial area for the use of the vehicle of Galacio , Bike, Lda. is limited to the area described in the contract.

Article 1 5 – end of contract

The contract ends automatically when the bicycle(s) and/or accessory(s) rented by the customer is returned to Galacio Bike , Lda. or when collected by it, and the debts inherent to that same rental contract, if any, are settled.

Article 1 6 – omitted cases and disputes

The omissions and cases not foreseen in this contract will be resolved by the applicable national law and the competent jurisdiction will be the common courts and, specifically, the judicial court of the district of Lisbon.

Article 1 7 – Processing of personal data

All personal data collected by Galacio Bike , L da. they are provided on a voluntary basis and will not be transferred to third parties, unless the customer has consented to do so, or in cases expressly referred to in the contract.

Article 1 8 – Competent jurisdiction

Both parties agree that any disputes arising from this contract will be submitted to the Lisbon District Court, to the exclusion of any other.

Galacio Bike, Lda. VAT Number 509161065

Email: galacio-bike@hotmail.com

Annex 1:

Complete destruction or theft	New value of the model in question
Drums	794,00 €
Fork	100,00 €
Bosch Active Plus Engine / CX / Perform/	700,00 €
Intuvia LCD Display	153,00 €
Rear change	70,00 €
crankset	100,00 €
Bosch charger	120,00 €
Bosch LCD Display (Intuvia)	153,00 €
fists	133,00 €
Saddle	35,00 €
Fists	30,00 €
brake lever	30,00 €
brake	70,00 €
Seat Post	25,00 €
pedals	12,00 €
Chain	20,00 €
Front Mudguard	18,00 €
Rear Mudguard	18,00 €
front wheel	100,00 €
Rear wheel	120,00 €
Tires (each)	25,00 €
tube	4,00 €
Padlock	10,00 €
front light	57,00 €
tail light	40,00 €
resting foot	35,00 €
Helmet	25,00 €