



General conditions for renting an electric TROTRX scooter

Article 1: object of the contract

The rental of a cycle with its basic equipment by the company TrottiPlages under the banner LiberteTrott hereinafter called "The lessor".

Article 2: Cycle equipment

All rented cycles have basic equipment consisting of the following accessories: electric assistance system, motor, battery, electronic console, headphones and a backpack. A lock will be furnish for all group leader.

Article 3: Taking effect, provision and recovery

The lease takes effect when the tenant takes possession of the equipment and accessories delivered to him. The risks are transferred during the delivery of equipment and accessories to the tenant who will assume custody under his full responsibility, the latter agreeing to use them in all circumstances. This contract is in force only for the duration of the lease. If the tenant keeps the equipment beyond this period without having regularized his situation he loses the benefit of all the guarantees provided for in the contract. The tenant acknowledges having received the rented property in good working order with the basic equipment.

He states that he personally had the discretion to check the equipment.

Article 4: Payment and modes of payment of the service

The entire service must be paid in advance by the tenant. Accepted payment methods are: Cash, checks, credit card.

Article 5: Use

The tenant certifies to be able to use the rented equipment, which he undertakes to use himself. By express agreement between the parties, the loan or subletting of the equipment is strictly prohibited to the tenant to intervene on the equipment in case of breakdown. For any other reason, the tenant must inform the renter without delay by calling **06-44-68-44-50**. The lessee undertakes to use the rented property with caution, without danger to third parties in accordance with the regulations in force. He is held personally responsible for any infringement of the rules of the road, as well as for bodily injury and material damage that he causes to the opportunity to use the rented equipment in his care. The tenant is informed when he leaves on the autonomy of the battery, in case of exhaustion of the battery, the renter is not responsible. Wearing the helmet by the tenant is imposed by the renter, the renter recognizes that the renter offered him a free loan helmet. When parking the equipment on public roads, it is mandatory for the tenant to install a lock. In case of theft of the equipment, the tenant must inform the lessor without delay to **06-44-68-44-50**, file a complaint with the authorized authorities and provide a photocopy of the filing of a complaint.

Article 6: Responsibility breakage and damages

The renter releases the rental point from any liability for the use of the rented goods, **particularly with regard to the bodily, material and immaterial consequences of accidents of all kinds**, this concerns in particular the cases of accident, injury, damage to personal property or other things occurring during the ride.

The renter understands that the use of a scooter can lead to falls in case of carelessness or misuse.

The tenant declares to be holder of a personal liability insurance which guarantees the responsibility incurred in the use of the rented property by himself and the persons in his care. The tenant does not benefit from any insurance cover for the damage suffered by the rented thing and personally engages its responsibility for the reason of said damage, breakage and theft. However the tenant can not be held responsible for the harmful consequences of latent defects of the rented material or of the non-apparent wear unsuitable for the use for which it is intended, since the proof of these defects or wear can be brought by the tenant. In case of breakage, the tenant undertakes to return the damaged equipment and it must be recognizable and complete. **Damages incurred by the equipment will be charged to the tenant according to the current catalog price and available on the rental point. Theft and loss of equipment are not covered. In these cases, the equipment will be billed to the tenant on the basis of its new value.**

In case of theft, the renter is entitled to exercise recourse for the totality of the loss including the loss of income to the holder of the rental contract.

Article 7: Deposit

When the equipment is made available by the renter, the renter is asked **to give a bank footprint**. This deposit is not cashed during the rental period. A return of the equipment the deposit will be returned to the tenant, (after deduction of the possible damages envisaged with the article 6) as well as traffic rules and routes. It is agreed that the amount of the deposit can not in any case constitute a limit of guarantee, the renter retaining, if necessary, the right to sue the tenant to obtain full compensation for its damage.

Article 8: Restitution

The return of rented equipment will be done at the schedule provided in the contract, any ¼ hour started will be charged 15 euros. For security reasons, the renter agrees to report to the renter any shocks or malfunction of the scooter, electronic components, battery and other accessories.

Article 9: Eviction of the lessor

The accessories delivered with the equipment must not be removed or modified by the tenant. The equipment can not be assigned, delivered as a guarantee. The tenant agrees in a general way not to consent to the rented property any right, real or otherwise, for the benefit of anyone, likely to affect the enjoyment or limit the availability or full property of the renter.

Article 10: Applicable Law

Disputes arising from the application of these general conditions of sale are subject to French law and only French courts may know these disputes. Disputes between LiberteTrott and all professionals are within the jurisdiction of the commercial court of La Roche sur Yon, notwithstanding the plurality of defendants and / or warranty claim, even for emergency procedures or provisional proceedings for interim relief, except for jurisdiction public order.
> Article 1382 of the civil code: Any fact of the man, which causes another damage, obliges the one by the fault of which it arrived, to repair it.
Article 1383: Everyone is liable for the damage he has caused not only by his own act but also by his negligence or imprudence.

Article 11: Retraction

Article L121-20-4 of the Consumer Code relating to distance selling provides that the right of withdrawal does not apply to tourist services. A reservation made on the site www.libertetrott.fr does not offer the possibility to the customer to exercise a right of retraction, except in case of force majeure.

Article 12: Obligation of the tenant

The lease is with the tenant in person. It is therefore neither transferable nor transferrable. The customer named <renter> must be a natural person over 18 years old. Users must be able to practice cycling and have no medical contraindications and measure at least 1.50m. **All minors must be accompanied by a responsible adult.** For minors, the legal guardian undertakes under the terms of these conditions to assume any responsibility for any damage caused directly or indirectly by the minor due to the rental. The electric scooter being placed under the responsibility of the tenant, it is recommended to proceed before the actual use of the VAE, a basic verification of its main functional elements apparent and in particular (non-exhaustive list): The good performance of the handlebars, the footrest, the proper functioning of the brakes and engines, the good general condition of the frame and tires ... In case of need for repair, the tenant must report to the rental point. The VAE will be repaired. Only <the renter LiberteTrott> is able to judge if a repair falls under the maintenance due to the normal wear or to a hidden defect and consequently to the load of the tenant. **The renter reserves the right to either charge the amount due on the deposit or charge the customer the rate displayed on the rental point.**

Article 13: Ownership

The leased goods remain the exclusive property of LiberteTrott during the rental period, see article 3. The hiring operates the transfer of the risks of legal custody of the VAE and **engages the insurance <civil liability> of the tenant** in case of theft and for all the damage that may be caused by the use and possession thereof, until the return of the pedelec at the rental point.

Article 14: Computer Law and Freedom

In accordance with the amended Data Protection Act of 6 January 1978 and the General Data Protection Regulation, you have the right to access, rectify, delete, oppose and limit data processing. your personal data, as well as the right to portability of data and definition of your guidelines for managing your data after your death. You can exercise these rights by email at www.libertetrott.fr. The conditions of protection of your personal data are available on request.

Extract of tariff of the degraded parts in € TTC

Trottinette TROTRX → 3790 €

Rim / engine → 439 €

Brakes → 78 €

Connector cable → 29 €

Brake handle → 18 €

Garmin GPS → 249 €

Battery → € 768

Tire → 45 €

Handlebar → 56 €

Fork → 790 €

Controller → € 130

The list is available at the point of sale

Labor cost applicable to each pieces 36€ per hour

Bell →

Crutch →

Signature of the tenant preceded with "read and approved"

ASSISTANCE NUMBER : 06-44-68-44-50