

## GENERAL LEASING TERMS AND CONDITIONS BICICLETAS MALLORCA S.L.U.

### 1. Contractual Partners and Contractual Term

#### 1.1. Contractual Partners

The contractual partners are the lessee (hereafter, "Lessee") and Bicicletas Mallorca S.L.U. C/ Bugambilia, 6, E-07458 Playa de Muro (hereafter, "Lessor").

Through the acceptance of a leased bicycle from the bicycle fleet (hereafter, "Bicycle"), a contractual agreement shall be considered to have been concluded between the Lessee and the Lessor.

When making a booking via Huerzeler - the cycling experience/Active Travel AG, the contractual agreement shall be concluded as described in Art. 2 of the AVRB [General Leasing Terms and Conditions] of Active Travel AG. When making a booking via [huerzeler.com](http://huerzeler.com), the provisions of the Online General Business Terms and Conditions of Active Travel AG (see page 3 "Special Usage Terms and Conditions for [www.huerzeler.com](http://www.huerzeler.com) in connection with a "rental cycling booking only") shall be valid for the conclusion of the contractual agreement and the online booking itself. Conversely, these General Leasing Terms and Conditions shall be valid for the leasing of Bicycles and the rights and obligations that are created therefrom.

The Lessor shall be obliged to provide the Lessee with a Bicycle for the contractual term of the contractual agreement that is in a usable and roadworthy condition.

Upon formation of the contract the lessee must present a valid proof of identity (ID, passport or driving licence). The Lessee shall be obliged, upon the conclusion of the contractual agreement, to pay the entire leasing price in advance. The prices that are valid at the time of the leasing shall be effective (see [huerzeler.com](http://huerzeler.com)). When booking a package tour via Huerzeler - the cycling experience/Active Travel AG, the AVRB and/or, for an online booking, the Online General Business Terms and Conditions shall once again be effective. When booking a "rental cycling booking only" via [huerzeler.com](http://huerzeler.com), the "General Leasing Terms Conditions Bicicletas Mallorca S.L.U) and the "Online GTC" will be effective.

#### 1.2. Contractual Term and Return Default Liability

The leasing relationship for the Bicycle is being concluded for a determinate period of time. If there is a delay in the return of the Bicycle, no extension of the Leasing Agreement shall be made. If the Lessee does not return the Bicycle—even if the Lessee is not at fault—to the Lessor by the time that the agreed leasing period lapses, the Lessor shall be entitled to, for the duration of time that the Bicycle is not returned, to demand as usage compensation a fee of at least the amount of the previously-agreed leasing price. The assertion of more extensive damage compensation claims shall not be excluded if the Lessee is responsible for the return default.

#### 1.3. Early Return

If a Lessee returns the Bicycle before the contractually-agreed end of the leasing timeframe, he shall have no claim to a reimbursement of the differential amount. The right to make extraordinary termination owing to an important reason shall remain unaffected.

#### 1.4. Definition of the Weekly Leasing Fee/Daily Leasing Fee

The prices are staggered on a daily basis. For 4 to 7 days, the total weekly rental price is calculated in the main season. For details see [huerzeler.com](http://huerzeler.com)

#### 1.5. Rebooking- and Cancellation Conditions

Rebookings are only possible by email to [vermietung@huerzeler.com](mailto:vermietung@huerzeler.com)

A rebooking fee will be charged if the new reservation is cheaper (e.g. shorter rental period, cheaper bicycle category, etc.). The rebooking fee will be waived if the new reservation is more expensive (e.g. longer rental period, more expensive bicycle category etc.).

#### Costs

Low season up to 1 day before the start of the rental period EUR 25.- per bicycle.

On the day of the start of the rental 100% penalty = no refund of the rental costs.

High season (March, April, May) until 31 days prior to start of rental EUR 25.- per bicycle

30 days – 1 day before the start of the rental period 50% penalty = 50% refund of the rental costs.

On the day of the start of the rental 100% penalty = no refund

Fees will only be collected via Payrexx payment link.

Cancellations are only possible by e-mail to [vermietung@huerzeler.com](mailto:vermietung@huerzeler.com).

#### Costs

Low season up to 1 day before the start of the rental period EUR 25 per bicycle

On the day of the start of the rental 100% penalty = no refund

High season (March, April, May) until 31 days before the start of the rental period EUR 25.- per bicycle

30 days – 1 day prior to the start of rental period 50% penalty = 50% refund of the rental costs.

On the day of the start of the rental 100% penalty = no refund

Any refunds will be credited to the credit card already charged via Payrexx.

### 2. Usage and Return of the Bicycle/Notification of Damages and Other Obligations

#### 2.1. Condition of the Bicycle and Impermissible Usage

The Lessor shall provide the Lessee with the Bicycle which is in a technically-suitable, usable, roadworthy and clean condition. The Lessee shall be obliged to use the Bicycle in a careful and technically-correct manner as well as to follow the road safety rules and regulations. The Lessee shall be forbidden from using the Bicycle under the influence of drugs and alcohol. The Lessee is also forbidden from making any modifications and other alterations to the Bicycle. The Lessee may make any extensions (e.g. triathlon attachment) only at his own risk and is obliged to return the bicycle in its original condition.

#### 2.2. Notification Obligations

If damages should be created during the usage of the Bicycle—regardless of whether the Lessee is at fault or not, the Lessee shall promptly notify the Lessor of these damages. In so doing, the Lessee shall have the obligation to inform the Lessor of all details of the cause of the damages. If a case of damages results in the Bicycle no longer being usable, the Lessor shall provide the Lessee with a comparable Bicycle as a replacement. Any liability in accordance with Clause 3. shall remain unaffected.

#### 2.3. Exchange

When exchanging the Bicycle, the Lessor shall be entitled to charge a fee of 10 € unless the exchange is based upon a defect which already existed during the handover of the Bicycle. If the Bicycle is exchanged for a Bicycle in a higher price category, the differential amount must be paid. If the Bicycle is exchanged for a Bicycle in a lower price category, then no claim shall exist to the reimbursement of the differential amount.

#### 2.4. Notification Obligation for Theft and Accident

In the case of a theft or a traffic accident, the Lessee must promptly notify or report this to the police and must also notify the Lessor in this regard while requesting its assistance. Otherwise, the Lessee shall be liable to the Lessor for any damages created from the violation of this obligation.

#### 2.5. Return

The Lessee shall be obliged to return the Bicycle after the end of the Leasing Agreement in principle in the

same condition in which it was handed over to him—apart from any customary dirtiness. The return of the Bicycle shall be made on the last leasing day to the bicycle station which issued the Bicycle (business hours: [huerzeler.com](http://huerzeler.com) and/or station). The return to another bicycle station is possible only by prior agreement and written confirmation. In this case, the Lessor shall be entitled to also charge a fee of 15 € in addition to the total leasing price.

The final cleaning is included in the leasing price. When returning the Bicycle, the guest pass or the leased bicycle receipt ("Factura simplificada") must also be presented.

### 3. Lessee's Liability for Damages and Loss

#### 3.1. Lessee's General Liability

The Lessee shall be liable for all personal injury and property damages—including for accident- and liability-related damages as well as negligence, gross negligence and intentional wrongdoing.

The Lessee shall be liable to the Lessor for any damages created during the leasing period as well as the loss and/or violations of other contractual obligations. If, as the result of damage to the Bicycle for which the Lessee is responsible, there are concrete leasing fee losses owing to a long repair timeframe, the Lessee shall be liable for each repair day (guide price: extension day). In the case of the destruction of the Bicycle, the liability shall be calculated based upon the current price of the corresponding leased Bicycle in accordance with the Lessor's current sales price list. The leasing fee paid by the Lessee shall be deducted from the listed price. In the case of damages based upon intentional wrongdoing or gross negligence, the Lessee shall be liable particularly for repair costs and replacement parts. Any more extensive damages shall remain unaffected.

#### 3.2. Liability for Theft

The Lessee shall also be liable to the Lessor even for theft or any other loss of the Bicycle. In the case of theft and loss, the Lessee shall be liable up to the amount of the respectively-current price from the Lessor's sales list. The leasing price paid by the Lessee shall be deducted from the listed price. This liability limit shall not be valid if the Lessee has caused the damages based upon his own intentional wrongdoing or gross negligence.

#### 3.3. Reimbursement of the Liability Amount

If, after a theft, the Bicycle is once again found, the Lessor shall reimburse the Lessee for the liability amount specified in Clause 3.2. insofar as, in this case, the Bicycle is still in a condition in which, in the Lessor's fair discretion, it can still continue to lease it out. The Lessor shall exercise the fair discretion from the technical specialist's perspective and

shall, as required and as a gesture of goodwill, inform the Lessee of the basis for its decision.

#### 3.4. Liability Exclusion for the Lessee (Insurance)

Claims of the Lessor for accident damages may be excluded for a supplemental fee paid by the Lessee. The fee shall be based upon the Bicycle model (see [huerzeler.com](http://huerzeler.com) for detailed prices). Claims for accident damages shall be excluded only if they are not based upon intentional wrongdoing or gross negligence upon the part of the Lessee.

#### 3.5. Supplemental Features

All Bicycles shall be equipped with a tachometer and a mini-pump. All e-bikes shall be equipped with driving assistance, a key, a battery and a battery charger. Missing parts must be paid for by the Lessee when the Bicycle is returned.

### 4. General Provisions and Applicable Law

**4.1. Written Form, Completeness and Severability Clause**

The contractual agreement shall be subject to the written form requirement. Any amendments or supplements to the contractual agreement must likewise be in writing. No oral ancillary agreements have been concluded. The legal invalidity of individual sections and provisions of these General Leasing Terms and Conditions shall not affect their validity as a whole.

**4.2. Choice of Laws and Legal Venue**

The provisions of this contractual agreement shall be based upon Spanish law. For all disputes arising from or in conjunction with this contractual agreement, exclusively the courts that are competent for the Lessor's commercial residence shall have jurisdiction.

**4.3. Offsetting**

Offsetting against claims upon the part of the Lessor shall be permissible only with undisputed or legally-upheld claims upon the part of the Lessee.

Playa de Muro, 21.8.2024

# Special Usage Terms and Conditions for huerzeler.com in connection with a "rental cycling booking only" (hereafter "Online-GTC")

## 1. Sphere of Applicability

Insofar as nothing to the contrary is expressly stated below, for the Online-GTC, the same abbreviations and definitions shall be used as in the GTC. The website huerzeler.com (hereafter, "Website") shall be operated by Huerzeler- the cycling experience/Active Travel AG, Uster, Switzerland. These Online-GTC shall be valid-in the version that is current at the time that the contractual agreement is concluded-for all business relationships between the user of the Website and Huerzeler - the cycling experience/Active Travel AG in conjunction with the usage of the Website as well as the bookings of services via the Website. They shall form an integral and supplemental component for all bookings which are made via the Website. In addition to and/or together with these Online T&Cs, the "General Rental Terms and Conditions of Bicicletas Mallorca S.L.U." (see pages 1 and 2) apply for "rental cycling bookings only". The following Online-GTC contain exclusively Website-specific provisions. Huerzeler - the cycling experience/Active Travel AG may modify these Online-GTC at any time. That version shall be respectively prevailing which is valid during the visit and/or when making a booking.

## 2. Offers

The depictions and information on the Website are provided in a non-binding manner. Huerzeler - the cycling experience/Active Travel AG reserves the right to modify the services and their depiction as well as the description at any time and completely remove certain services from the Website. Huerzeler - the cycling experience/Active Travel AG excludes any liability for typographical errors, incorrect or incomplete information and depictions on the Website. Huerzeler - the cycling experience/Active Travel AG shall endeavor to ensure the best possible availability of the services offered on the Website. However, the presentation of a certain service on the Website does not mean that Huerzeler - the cycling experience/Active Travel AG provides a guarantee regarding availability. This shall be valid particularly, but not definitively, for third-party services which are offered by other service providers and for which Huerzeler - the cycling experience/Active Travel AG is not responsible.

## 3. Conclusion of the Contractual Agreement

If the Customer makes a booking via the Website, he is considered to be issuing a binding offer for the conclusion of a contractual agreement with Huerzeler - the cycling experience/Active Travel AG, Uster, Switzerland and/or, in the case of third-party services, with the relevant service providers. A binding offer shall only then be submitted if the Customer has entered all the data that are required for the implementation of the contractual agreement, has confirmed the acknowledgment of the "GENERAL LEASING TERMS AND CONDITIONS BICICLETAS MALLORCA S.L.U." and these Online-GTC and has clicked on the button "Pay with a Binding Payment Obligation". Until this button is clicked, the Customer may initially place services in the shopping basket in a non-binding fashion and change his entered data at any time by using the correction tools prescribed for and explained in detail during the ordering process. After submitting the booking, the Customer shall receive an automatically-generated "Confirmation/Invoice of your bicycle rental" provided that payment process has been completed successfully. The agreement shall be considered to have been concluded only for those services which have been expressly specified in the confirmation. The confirmation shall also definitively state the scope of services.

## 4. Payment

Services can be paid for via the Website exclusively via credit cards.

## 5. Liability

The following provisions shall be valid for the usage of the Website [www.huerzeler.com](http://www.huerzeler.com) and the booking via this Website. The liability for simple negligence and the

liability for auxiliary personnel shall be comprehensively excluded. Huerzeler - the cycling experience/Active Travel AG shall assume no liability for flawed services on the Internet, damages caused by third parties, imported data of any kind (viruses, worms, Trojan horses) as well as for links from and to other websites. In addition, no liability shall be assumed for direct, indirect, special or other consequential damages which are created from the usage of the Website [www.huerzeler.com](http://www.huerzeler.com) or any website linked to it. Excluded shall also be any liability for lost profits, operational disruptions, damage to programs or the loss of other data in your information systems. This shall also then be valid if express reference has been made to the possibility of such damages. Otherwise, all cases of contractual violations and their legal consequences as well as all claims from the users and Customers - regardless of for what legal reason they are asserted-shall be definitively regulated in the GTC and/or these Online-GTC.

## 6. Data Protection

The collection and the processing of the personal data of the users and the Customers on the Website by Huerzeler - the cycling experience/Active Travel AG are discussed in detail in the Data Protection Declaration. This declaration shall form an integral contractual component of the GTC and Online-GTC. The Data Protection Declaration is retrievable at (<https://www.huerzeler.com/de/datenschutz>). The users and Customers acknowledge and are in agreement that Huerzeler - the cycling experience/Active Travel AG shall be responsible for the procurement and the processing of the personal data. However, they are also in agreement that Huerzeler - the cycling experience/Active Travel AG may pass on the personal data to other companies in the Active Group and/or other companies in the Group may have access to these data-this particularly then if the other companies in the Group are involved in the rendering of the services booked by the Customer. The users are thus also in agreement that the personal data, which the users and Customers provide via the Website to Huerzeler - the cycling experience/Active Travel AG, e.g. for a booking, inquiry, newsletter registration, may be stored by Huerzeler - the cycling experience/Active Travel AG in a central database. Huerzeler - the cycling experience/Active Travel AG shall be entitled to analyse and evaluate the data in the central database in order to send the users and the Customers personalized marketing communication, e.g. information about new offerings which could be of interest to the affected users and customers. During these analyses, user profiles may be created. Moreover, Huerzeler - the cycling experience/Active Travel AG shall be entitled to pass on the personal data for marketing purposes to other companies in the Group. With regards to third-party services, Huerzeler- the cycling experience/Active Travel AG shall also procure the booking data on behalf of the service providers and shall pass them on to the service providers in order to implement the booking. The service providers may also use the data for other purposes in accordance with the statutory guidelines. Thus, it is requested that the users and Customers review the Data Protection Declarations of the service providers.

## 7. Copyright

The usage of this Website does not mean that the users have been granted licensing rights with regards to the intellectual property rights to the content of this Website. This Website and all of its contents (particularly software, files, designs, graphics and data) are and shall remain the property of Huerzeler - the cycling experience/Active Travel AG- and/or Huerzeler - the cycling experience/Active Travel AG holds corresponding usage rights-and are protected by the corresponding laws regarding intellectual property rights including copyrights and trademark rights. Each unauthorised usage of this Website- particularly the usage of this Website or its contents for professional or commercial purposes of any kind as well as the reproduction, depiction, dissemination to other persons, notification, circulation, dissemination, modification, license issuance, sale or any other exploitation of this Website or of its contents, texts, text sections, statistical or animated graphics, audio-data, software, goods or services as well as other data or information-shall be expressly forbidden without the prior written approval from Huerzeler - the cycling experience/Active Travel AG. In particular, methods such as the framing and

inline-linking of the Website and contents shall be forbidden.

## 8. Cancellation

For the online booking of services, the cancellation provisions in accordance with Clause 1.5 of the "GENERAL LEASING TERMS AND CONDITIONS BICICLETAS MALLORCA S.L.U." shall be valid.

## 9. Applicable Law and Legal Venue

The provisions in Clause 16 GTC shall be. These are available under <https://www.huerzeler.com/en/aabs>

Uster (Switzerland), 23.09.2024