

General terms and conditions for the use of the Bike and Ride Box

| As of 04/2015

1. General information

- a. The following terms and conditions regulate the use and lease of the Bike and Ride Boxes that are provided by Kienzler Stadtmobiliar GmbH (hereinafter also called lessor) by the users (hereinafter also called lessee). The terms and conditions will be acknowledged by the user upon booking. A modification of individual conditions shall not affect the remaining conditions.
- b. The Bike and Ride Box parking facility ensures the safe parking of bicycles in a weather protected Bike and Ride Box.

2. Registration and privacy

- a. The booking of a Bike and Ride Box requires a previous registration.
- b. You can view our privacy statement in the imprint at www.bikeandridebox.de.

3. Booking process and conclusion of contract

- a. For the booking, the lessee uses the online booking system to select a Bike and Ride Box. The booking can only be performed via the online booking system provided by the lessor.
- b. The selected Bike and Ride Box can only be booked if it is available. The successful booking is an offer of the lessor for the conclusion of a lease.
- c. When the booking was successful, the lessee receives an access and activation code for the selected Bike and Ride Box. It is sent via E-mail. The codes are usually sent directly after booking, but no later than at the end of the business day following the booking. The contract between the lessor and the lessee to the following conditions takes effect with the sending of this code.
- d. The rent is payable in advance for the entire rental period. The lessee is presented possible methods of payment during the booking process. The initiation of the payment process in both cases occurs during the booking process and prior to sending the activation code.

4. Invoice

- a. The lessee agrees to electronic invoicing and that this invoice is sent to the E-mail address specified by him. The lessee can request a paper invoice. The invoice is issued within 14 days after the booking, a paper invoice within 14 days after the reception of the request.

5. Right of withdrawal

- a. The lessee has the following right of withdrawal:

RIGHT OF WITHDRAWAL:

You have the right to withdraw from the contract within fourteen days without giving reasons.

The withdrawal period is fourteen days and starts on the date of the conclusion of the contract.

To exercise your right of withdrawal, you have to inform us (Kienzler Stadtmobiliar GmbH, P.O. Box 1226, 77751 Hausach, Phone +49 7831 788 0, Fax +49 7831 788 99, E-mail info@kienzler.com) on the basis of a clear statement (e.g. letter sent by mail, fax or E-mail) about your decision to withdraw from the contract. You may use the attached standard withdrawal form, but this is no requirement.

[Download PDF with standard withdrawal form](#)

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

EFFECTS OF WITHDRAWAL:

If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

END OF WITHDRAWAL INSTRUCTIONS

6. Duration of the contract

- a. With the sending of access and activation code, the Bike and Ride Box is made available to the lessee. The Bike and Ride Box is considered to be leased from this moment.
- b. The duration of the rental period depends on the respective applicable regulations of the location of the Bike and Ride Box. Possible options can be viewed online via the booking portal of the lessor.

7. Use by the lessee; responsibilities of the lessee

- a. The Bike and Ride Box is used by the lessee on his own risk.
- b. The Bike and Ride Box can be opened and closed with the access and activation code.
- c. The lessee is obliged to treat the Bike and Ride Box with care and keep it

clean.

- d. When parking the bicycle, the lessee has to follow the instructions for the use of the Bike and Ride Box that can be found on the outside and/or inside of the door.
- e. The lessee shall have the obligation to additionally secure the parked bike against theft by locking it at least with a standard bike lock (e.g. frame or spiral lock) inside the facility.
- f. The lessee is not entitled to place other objects inside the Bike and Ride Box beside bicycles and bicycle accessories.
- g. When placing the bicycle and the accessories inside the Bike and Ride Box, the lessee has to take due care in traffic.
- h. In the event of the loss of the access code, the bicycle will only be handed over upon production of a valid photo identification. Any additional costs caused by the loss of the code shall be paid by the lessee. The lessee is obliged to report the loss of the access code immediately to the lessor.
- i. The lessee is not entitled to modify the closing mechanism of the Bike and Ride Box, e.g. by attaching a lock on the outside of the box.
- j. The lessor generally performs an annual basic cleaning of all Bike and Ride Boxes. This involves the opening of the Bike and Ride Box which the lessee has to tolerate.
- k. The lessee is obliged to clear the Bike and Ride Box timely on expiry of the agreed period of use. If the lessee fails to observe this obligation, the lessor is authorized to clear out the Bike and Ride Box at the lessee's expense or let it be cleared out by third parties and gain possession of the objects. The lessee has to refund possible damages resulting from the delay of the clearing of the Bike and Ride Box. The lessee is not obliged to pay the costs for the clear out and for damages if he is not at fault.
- l. Notwithstanding sections 5 and 14 of these terms and conditions, the lease contract cannot be terminated prematurely. In this event a proportionate lease price will not be refunded even in case of a premature return of the Bike and Ride Box.
- m. Damages to the bicycle caused by theft, robbery or damage caused by third parties or as a result of an accident or force majeure are generally covered by an insurance of the lessee.
- n. If there is any suspicion of a usage contrary to the agreement, the lessor is authorized to open the Bike and Ride Box himself or have it opened by a third party without the lessee's consent. If a usage contrary to the agreement is confirmed, the lessor is authorized to clear out the Bike and Ride Box himself or have it cleared out by third parties and claim

possession of the objects. The lessee has to pay the costs of the clear out, unless he is not responsible for the usage contrary to the agreement.

- o. After clearing of the Bike and Ride Box according to h) or k) , the lessor stores the obtained objects no longer than 6 months. After this deadline, the objects shall pass into the ownership of the lessor without compensation. The lessor reserves the right of a separate storage on the basis of type, quality and value. The storage costs have to be paid by the lessee if he culpably caused the storage.

8. Duties of the lessor

- a. The lessor is obliged to provide the booked Bike and Ride Box directly after the conclusion of the booking to the lessee by sending him the access and activation code.
- b. The lessor is responsible for the contractual condition of the Bike and Ride box during the entire contract period in order to guarantee a theft-proof and weather-proof storage of the parked bicycles and accessories.
- c. The lessor is obliged to notify the lessee about errors in the context of the booking process right upon noticing them.

9. Rights of the lessee in case of defects

- a. The Bike and Ride Box is provided to the lessee free from defects.
- b. The lessee has to report possible existing defects to the lessor upon noticing. The report can also be made via the lessor's online portal. The lessee is obliged to make up for the damage resulting from a failure to report the damage in compliance with sentence 1.
- c. The lessor is obliged to rectify damages that occurred before or during the rental period, as long as they were correctly reported.
- d. The lessee has to pay no rent for periods with a diminished suitability. The rent has to be reduced appropriately for the period with a diminished suitability. Excess payments will be refunded to the lessee. However, this does not apply if the lessor is not able to provide relief resulting from a failure of the lessee to give notice of a defect.
- e. We will refund payments no later than fourteen days after the date the lessor received the notification of a defect from the lessee, in the event that this notification of a defect was justified. The lessor uses the same method of payment for any refunds as was used in the original transaction unless it is otherwise agreed with the lessor. The lessee will not be charged any fees as a result of this repayment.
- f. Any claims against the lessor for defects shall only be the prerogative of the lessee and are not assignable.

10. Transfer to third parties

- a. The lessee is not authorized to transfer the Bike and Ride Box to a third party (especially as a sublease).

11. Liability

- a. The lessee is liable for all culpably caused damages to the Bike and Ride Box. Furthermore, the lessee is liable for damages to employees of the lessor or other users of the Bike and Ride Box resulting from activities under the lessee's responsibility. The lessee is hereby not responsible for transformations and deterioration resulting from the contractual use. The lessee has to report on all damages caused by him upon noticing. The report can also be made via the lessor's online portal.
- b. Any claims against the lessor for compensation are excluded irrespective of the nature of the violation of obligations, including but not limited to prohibited actions, except in cases of deliberate action or gross negligence.
- c. The lessor is liable for each negligent breach of a fundamental contractual obligation. However, the lessor's liability shall be limited to the amount of foreseeable damage. Any claims regarding loss in profits, indemnity claims pressed by third parties, or any indirect or subsequent damages are excluded.
- d. The limitations and exclusions of liability under b) and c) do not apply to claims based on malicious conduct on the part of the lessor nor to damage claims due to loss of life, bodily injury or impairment of health.
- e. In the event that the lessor is excluded from this liability, this should also apply to the lessor's employees, workers, representatives and vicarious agents.

12. Lien

- a. The lessor and lessee agree that the lessor acquires a lien on the bicycle placed in the Bike and Ride Box and any bicycle accessories of the lessee arising from claims from the rental relationship. The lien shall not extend to objects that are not owned by the lessee as well as objects that are not subject to seizure.

13. Prices

- a. Payments of the lessee according to section 3 subsection d) are based upon the respective rates of the location of the Bike and Ride Box. Prices are available online at the booking portal of the lessor.

14. Extraordinary termination for good cause

- a. The contracting parties are entitled to terminate the leasing relationship for good cause according to § 543 German Civil Code without notice.
- b. A good cause for the lessor shall be in particular a wilful damage of the

Bike and Ride Box by the lessee or if the lessee grossly violates his duties to a considerable extent.

- c. In the event of an extraordinary termination by the lessee according to section a) the rent already paid shall be refunded on a pro rata base. The share shall correspond to the past rental period until the occurrence of the reason for termination in proportion to the period of the rental relationship after the occurrence of the reason for termination.
- d. In the event of an extraordinary termination by the lessor, the lessee is not entitled to a refund of the rent he has already paid. The lessor, however, is obliged to deduct the expenses he is saving by renting the Bike and Ride Box during the original rental period to another party.
- e. Any refunds will be made within fourteen days after the lessor received the extraordinary termination from the lessee, provided the termination was justified. The lessor carries out such refunds using the same means of payment as the lessee used for the initial transaction, unless the lessor and lessee have expressly agreed otherwise. The lessee will not be charged any fees as a result of such refunds.

15. Choice of law

- a. The application and interpretation of these terms and conditions and the conclusion and interpretation of legal transactions shall be guided exclusively by the laws of the Federal Republic of Germany.

16. Ineffectiveness of individual provisions

- a. The ineffectiveness of any part of these terms and conditions shall not affect the validity of the remaining provisions. The contractual partners are obligated to substitute, in good faith and within the scope of reasonability, an ineffective condition for an effective regulation which equals their economical success, provided that no fundamental alteration of the subject terms of contract are precipitated; the same applies if circumstances in need of regulation are not explicitly regulated.