

AGB - General Terms and Conditions

of eBIKE-BOX HF GmbH:

iBIKE-BOX Locations:

see website (www.ibike-box.com) **Contact:**

eBIKE-BOX HF GmbH

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1. Scope and subject matter

1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relationship between eBIKE-BOX HF GmbH, Grazer Straße 34/ Top 1.2, 8200 Gleisdorf, FN 489418 h, (hereinafter referred to as "eBIKE-Box") and its contractual partners (hereinafter referred to as "Renter"), who use bicycles and e-bikes (hereinafter referred to as "Bikes") from the eBIKE-Box range on a rental basis.

1.2 The version valid at the time the contract is concluded, which can be accessed at www.ibike-box.com, shall apply. In addition to being available online at any time, the GTC can also be requested by e-mail (info@ibike-box.com) before the contract is concluded.

1.3 All hire contracts are therefore concluded by eBIKE-Box exclusively on the basis of the following terms and conditions.

1.4 The tenant also expressly recognises that he has taken note of these conditions in a legally binding manner, so that they have become part of the contract.

2. Booking and contract conclusion

2.1 The booking and the conclusion of the contract shall take place either online via the eBIKE-Box website (www.ibike-box.com) or at the permanent business premises of the co-operation partners of eBIKE-Box. In the event of a booking by co-operation partners (e.g. hoteliers) on behalf of the Renter, the contract shall also be concluded between eBIKE-Box and the Renter. The co-operation partner shall only act as an intermediary. Before concluding the contract, the Renter must expressly agree to a disclaimer and the present terms and conditions.

2.2 The following applies to the online contract: On the eBIKE-Box website, the Renter has the option of submitting a non-binding reservation enquiry for a specific bike, in a specific region, for a specific duration for a rental fee determined in advance. If the Renter then clicks on the "Order with obligation to pay" button, they submit a binding rental offer (booking).

2.3 Once the booking process has been completed, eBIKE-Box shall arrange for the booking confirmation to be sent to the Renter by e-mail. By doing so, eBIKE-Box declares the binding acceptance of the offer. The rental contract, which is also based on these GTC, is therefore only concluded when the written booking confirmation is received by the Renter.

2.4 eBIKE-Box only concludes fixed-term hire contracts with a Hirer. The rental period therefore begins and ends at the agreed times.

2.5 To guarantee perfect biking fun, our bikes are available in different sizes (see size chart www.ibike-box.com).

3. Remuneration

3.1 After conclusion of the contract, the Renter is obliged to pay the fee listed on the website www.ibike-box.com in advance. eBIKE-Box reserves the right to refuse to provide the service if the fee has not been paid in full.

3.2 The following options are available to the hirer in the online shop for payment of the outstanding hire charge: Credit card (Visa/Mastercard) or Paypal.

3.3 The fee agreed between eBIKE-Box and the Renter shall apply for the entire duration of the hire period, regardless of external influences such as weather conditions.

4. Cancellation (Flexi-Cancellation):

4.1 The tenant is entitled to withdraw from the rental contract without giving reasons by 6 p.m. on the evening before the first day of the rental at the latest (flexi cancellation).

4.2 If the Renter exercises this right of cancellation, eBIKE-Box will send him/her a voucher code in the amount of the agreed fee by e-mail. The voucher code is then valid indefinitely and can be redeemed online at all eBIKE-Box locations. Cash redemption is excluded.

4.3 It is expressly pointed out that by renting a bike at a certain time or within a certain period of time, services are provided which are related to leisure activities and the renter is therefore not entitled to a statutory right of cancellation under the Distance Selling and Foreign Business Act (§ 18 para. 1 no. 10 FAGG).

5. Handover of the bike / acceptance by the renter

5.1 eBIKE-Box hands over the bikes for hire at its own risk.

5.2 However, as it is not possible for eBIKE-Box to fully and completely check the individual bikes after each individual use, the Renter also undertakes to check the bike he/she has taken over before starting the journey to ensure that it complies with the provisions of the STVO and appears suitable for the intended purpose. In the event that the bike appears unsuitable or has other defects, the Renter undertakes to inform eBIKE-Box or its co-operation partner of this immediately.

5.3 In particular, the renter must check the proper condition of the frame, the tyre pressure and the functionality of the brake systems.

5.4 eBIKE-Box would like to point out that the bikes **do not have a lighting system**, meaning that they may only be used in daylight and with good visibility. **In the event of journeys at dusk, at night or in other poor visibility conditions (e.g. in fog or snowfall), the renter expressly undertakes to ensure proper lighting in accordance with the German Road Traffic Regulations (StVO).**

5.5 Furthermore, the Renter or a person authorised by the Renter to accept the bike must present an official photo ID and, if necessary, a power of attorney upon request when handing over the bike at the handover location, otherwise eBIKE-Box shall be under no obligation to hand over the bike. Any failure to hand over the bike for which the Renter is responsible shall not release the Renter from the fulfilment of his contractual obligations.

5.6 Bikes may only be handed over to persons under the age of 16 with the written consent of a legal guardian or legal representative of the child or young person.

5.7 If the Hirer or the person authorised by them to accept the bike does not accept the bike at the agreed handover date at the handover location or if the bike may not be handed over to the Hirer or the person authorised by them to accept the bike on the agreed handover date for the reasons described above, the Hirer must nevertheless pay the agreed amount of the fee.

6. Terms of use for the bike

6.1 The hirer undertakes to take reasonable care when using the bike and to treat the bike with care.

6.2 The bike may only be used on suitable roads, including paved private roads and car parks. The Hirer is therefore prohibited from using the bike, for example, on off-road runs, in particular downhill runs or for competitions of any kind whatsoever. The use of the bike for advertising purposes is also prohibited - except in the case of a separate agreement with eBIKE-Box.

6.3 Subletting the bike to third parties is also prohibited. However, temporary transfer of use of the bike by the Renter to authorised third parties is permitted until revoked by eBIKE-Box for the intended use. Authorised third parties are those persons who actually use the bike with the consent of the Renter. (These may be, for example, relatives, spouses, partners or fellow travellers of the Renter or persons who are in an employment relationship or other comparable legal relationship with the Renter).

6.4 In this context, the Renter acknowledges that after the bike has been handed over, eBIKE-Box no longer has any influence over to whom the rented bike is actually handed over for temporary use by the Renter. In the event that the bike is handed over to a third party for use, the Renter must therefore ensure that the authorised third party is aware of the content of these terms and conditions, including the exclusion of liability, prior to use and that all conditions are complied with by the third party.

6.5 The Renter shall be liable to eBIKE-Box for the behaviour of the authorised third party in accordance with these Terms and Conditions.

6.6 Until the bike is actually returned, the hirer must also store the bike in such a way as to prevent any confusion, loss, theft or other unauthorised use of the bike by third parties.

6.7 The Hirer shall therefore be liable for all damage to the bike caused by him or the authorised third party intentionally, through gross negligence or merely through negligence, as well as for damage resulting from improper use and/or use of the bike contrary to its intended purpose. The Hirer is also liable for improper storage of the bike, so that in the event of a breach of the duty of safekeeping, the replacement value of the bike must be reimbursed.

6.8 In the event that the Renter or a third party authorised to use the rented bike suffers a breakdown, eBIKE-Box is not obliged to ensure the return transport to the original rental station if the breakdown is due to the Renter's or a third party's misconduct. All return transport costs must therefore be borne by the Renter.

6.9 Of course, in the event of a breakdown, the hirer can contact the hire station, which will try to help.

7. General safety regulations and compulsory crash helmet:

7.1 The Hirer must comply with all regulations applicable to the use of such a vehicle in the country in which the bike is used and must check regularly during the entire rental period, but in particular before the start of the journey, whether the bike is (still) in a safe operating and roadworthy condition.

7.2 The hirer acknowledges that the use of the bike to transport highly flammable, toxic or otherwise hazardous substances is prohibited.

7.3 The Renter also acknowledges that at some locations where eBIKE-Box rents out bicycles and bikes, children and young people are required to wear crash helmets when using bicycles and bikes (e.g. in Austria up to the age of 12, see Section 68 (6) StVO)

7.4 The obligation to wear a helmet, which is required by law at eBIKE-Box locations, must therefore be complied with without exception. eBIKE-Box therefore accepts no liability for any damage resulting from a breach of the obligation to wear a helmet.

8. Complete bicycle protection

8.1 If the Renter decides to pay a fee of EUR 8.00 for full bike protection when the contract is concluded, but before taking possession of the bike, eBIKE-Box shall waive the right to assert any claims for material damage to the bike for which the Renter or a third party authorised to use the bike is responsible.

8.2 This waiver does not cover damage caused by unlawful, grossly negligent or intentional behaviour on the part of the tenant or a third party authorised to use the property.

9. Liability of eBIKE-Box

9.1 The use of the rented bike is exclusively at the renter's own risk. The Renter cannot hold eBIKE-Box liable for damage caused by carelessness in his own affairs or for the behaviour of third parties (e.g. falls due to riding errors; road damage, etc.). In this context, it is expressly pointed out that, despite all precautions, dangerous situations with bicycles and bikes can always occur and that it is important to correctly assess your own riding ability.

9.2 eBIKE-Box is therefore only liable for breach of its essential contractual obligations, exclusively in cases of wilful intent or gross negligence and for personal injury. Furthermore, all claims for damages shall be limited to the foreseeable damages typical for this type of contract. Liability on the part of eBIKE-Box for loss of profit or other indirect damages is excluded. The statutory warranty provisions also apply.

10. Administrative offences, penalties, fees

10.1 The Renter shall fully indemnify and hold eBIKE-Box harmless from all claims and costs (administrative fines, fees and other costs, in particular any reasonable legal costs) for all administrative offences directly related to the bike for which the Renter or a third party authorised to use the bike is responsible.

11. Behaviour in the event of accident, loss or theft (duty of disclosure)

11.1 If the bike is involved in an accident, has been damaged in an accident or has been lost, the Renter must immediately and without undue delay file a police report and inform eBIKE-Box of the relevant facts.

11.2 The Hirer's duty of notification also applies in particular in the event that the bike has been stolen, permanently taken away from the Hirer or stolen in any other unlawful manner.

11.3 The tenant must contribute as far as possible to establishing the facts of the case and refrain from doing anything that makes this establishment more difficult or prevents it. Furthermore, the applicable statutory provisions shall remain unaffected.

11.4 The Renter shall be liable to eBIKE-Box for all damages, in particular for appropriate, necessary and - insofar as an out-of-court assertion is concerned - also for legal costs in reasonable proportion to the claim pursued, which result from culpably incorrect information provided by the Renter about the course of the accident.

12. Return of the bike

12.1 The Renter is obliged to return the bike to the agreed location (rental station) within the agreed rental period, but at the latest at the agreed time, whereby the bike must be returned exclusively to an eBIKE-Box employee or to a person authorised by eBIKE-Box (e.g. cooperation partner).

12.2 If the bike is returned prematurely by the renter, the (aliquot) fee will not be refunded.

12.3 In the event of late return (from 30 minutes), the renter will be charged a usage fee and all additional costs caused by the delay in return until the time of actual return. In all other respects, the obligations arising from the rental agreement and the GTC shall continue to apply mutatis mutandis during this period until the actual return of the bike.

12.4 The hirer also undertakes to return the bike in the condition in which it was received.

12.5 If the bike does not correspond to the condition it was in when it was taken back or inspected, or if the bike has other defects or damage that cannot be attributed to normal wear and tear, the renter is obliged to compensate for any resulting damage.

12.6 The tenant is not obliged to compensate for normal wear and tear caused by the agreed use, in particular insignificant signs of use that are appropriate for the age and mileage, as well as for conditions that were already present when the tenant took over the vehicle.

13. General data protection provisions

13.1 eBIKE-Box collects, processes, uses and stores personal data of the Renter insofar as this is necessary for the provision of the services offered by it, the execution of the contractual relationship with the Customer or other purposes provided for by law. The Renter gives his express consent to this. eBIKE-Box undertakes to use this data exclusively in accordance with the provisions of the Data Protection Act and the General Data Protection Regulation.

13.2 The camera recordings in the hire stations operated by eBIKE-Box are deleted after 72 hours. The renter declares their express consent to this.

14. Place of jurisdiction, choice of law and other provisions

14.1 Austrian law shall apply to all legal disputes in connection with a contract concluded with eBIKE-Box to the exclusion of the conflict of law rules. This choice of law shall not affect the mandatory provisions of the law of the place of habitual residence of a consumer.

14.2 Unless mandatory statutory provisions provide otherwise, the place of jurisdiction shall be the competent district court in Weiz and, in the case of regional court jurisdiction, the Graz Regional Court.

14.3 The contractually binding version is German. In the event of inconsistencies with the English version, the German version shall take precedence.

14.4 Should individual provisions of these Terms of Use be or become void, ineffective or contestable, the remaining provisions shall remain unaffected. These provisions shall be deemed to be replaced by valid and enforceable provisions that most closely fulfil the intended economic purpose. This also applies in the event of any contractual loopholes.

14.5 Ancillary agreements, amendments or additions to these GTC or the rental contract require the written consent of eBIKE-Box to be effective. Any deviation from these GTC and the formal requirements contained therein shall require the express written agreement of the contracting parties.