

## Sales Terms and Conditions

[www.jitensha.fr](http://www.jitensha.fr)

Between the Company JITENSHA Sarl, 3 rue des Buis, 1202 Geneva, Switzerland. The company can be reached by email at [Admin@jitensha.fr](mailto:Admin@jitensha.fr). Hereinafter the "Seller" or the "Company".

On the one hand, and the physical, legal person or entity proceeding to the purchase of products or services of the company, hereinafter, the "Buyer", or "the Customer" On the other hand, It has been exposed and agreed the following.

### **PREAMBLE**

The Seller is a publisher of products and services exclusively intended for consumers, marketed through its website [www.jitensha.fr](http://www.jitensha.fr). The list and description of the goods and services offered by the Company may be consulted on the above-mentioned website.

**Article 1: Purpose** These Sales Terms and Conditions determine the rights and obligations of the parties in connection with the online sale of Products offered by the Seller.

**Article 2: General Provisions** These Sales Terms and Conditions (T&C's) apply to all sales of Products made through the Company's website which is an integral part of the Contract between Buyer and Seller. The Seller reserves the right to modify the present, at any time by the publication of a new version on its website.

The applicable T&C's are those in force on the date of payment (or the first payment in case of multiple payments) of the order. These Terms and Conditions are available on the Company's website at the following address: [www.jitensha.fr](http://www.jitensha.fr).

The Customer declares to have taken note of all these T&C's, and if necessary the Special Conditions of Sale related to a product or a service, and accept them without restriction or reserve. The Customer acknowledges that he has received the advice and information necessary to ensure that the offer matches his needs. The Client declares that he is able to contract or validly represent the physical or legal person for whom he commits himself. Unless proved otherwise, the information recorded by the Company constitutes proof of all the transactions.

**Article 3: Prices** The prices of products sold through the website are indicated in Euros for all orders deliverable outside Switzerland or in CHF (Swiss Francs) for orders deliverable in Switzerland including VAT taxes on the order page of the products, and excluding specific shipping costs. For all products shipped outside the European Union and Switzerland and / or DOM-TOM, the price is calculated without taxes automatically on the invoice.

Customs duties, other local taxes, import duties or state taxes may be chargeable in certain cases. These rights and sums are not the Seller's responsibility. They shall be borne by the Buyer and shall be his responsibility (declarations, payment to the competent authorities, etc.). The Seller therefore invites the Buyer to obtain information on these aspects from the corresponding local authorities. The Company reserves the right to modify its prices at any time for the future. The cost of telecommunication necessary to access the Company's Internet site is borne by the Client. If applicable, also delivery costs.

**Article 4: Conclusion of the on-line contract** The Customer will have to follow a series of steps specific to each Product offered by the Seller in order to carry out his order. The Customer will then receive confirmation by e-mail of payment of the order, as well as an acknowledgment of receipt of the order confirming it. For the products delivered, this delivery will be made to the address indicated by the Client. In order to ensure the successful completion of the order, the Customer undertakes to provide his authentic identification. The Seller reserves the right to refuse the order, for example for any abnormal demand, carried out in bad faith or for any legitimate reason.

**Article 5: Products and services** The essential characteristics of the goods, services and their respective prices are made available to the buyer on the company's websites. The customer attests having received a detail of the delivery costs as well as the terms of payment, delivery and execution of the contract. The Seller undertakes to honor the Customer's order within the limits of the stocks of Products available only. Failing this, the Seller informs the Customer. This contractual information is presented in detail and in English (or French) language, and is summarized and confirmed upon validation of the order. Illustrations or photos of products offered for sale have no contractual value. The duration of the validity of the offer of the Products and their prices is specified on the Company's websites as well as the minimum duration of the proposed contracts when these relate to a continuous or periodic supply of products or services. Unless otherwise stated, the rights granted herein are only granted to the individual signing the order (or the person holding the email address). The Seller refunds or exchanges the defective products or does not correspond to the order.

**Article 6: Retention of title clause** The products remain the property of the Company until the full payment of the price. Ownership of the goods remains with the seller as long as the customer has not paid the full price of the sale.

**Article 7: Terms of delivery** The products are delivered to the address of delivery which was indicated at the time of the order and the indicated time. This delay does not take into account the time required to prepare the order. The Seller makes available an email contact point indicated in the order confirmation email in order to follow up the order. The Seller recalls that at the moment the Customer has physical possession of the products, the risks of loss or damage of the products are transferred to him. The goods shall travel at the risk of the customer to whom it belongs to check their good condition at the time of their delivery. It is the Customer's responsibility to notify the carrier of any reservations on the product delivered. Products must be sent to [service@jitensha.fr](mailto:service@jitensha.fr) within 2 days of delivery, after which any claim for damaged product will be impossible.

**Article 8: Product Availability and Description** Orders will be processed within the limits of our available stocks or subject to stocks available from our suppliers. In case of unavailability of an article for a period exceeding 30 working days, you will be notified immediately of the foreseeable delivery times and the order of this article can be cancelled on simple request. The Customer may then request a credit for the amount of the item or its refund. Pre-order items are not covered by this article.

**Article 9: Payment** Payment is due immediately upon order, including for pre-order products. The customer can pay by credit card Visa, Mastercard, American Express or Paypal. Secure online payment by credit card is made by our payment provider, Stripe. The information transmitted is encrypted in good practice and cannot be read during transport on the Stripe network. Once payment is initiated by the Customer, the transaction is immediately debited after verification of the information. The commitment to pay by card is irrevocable. By communicating his banking information at the time of the sale, the Customer authorizes the Seller to debit his card of the amount relating to the indicated price. The Customer confirms that he is the legal holder of the card to be debited and that he is legally entitled to use it. In case of error, or inability to debit the card, the Sale is immediately cancelled.

**Article 10: Cancellation period** The customer has fourteen days to exercise his right of withdrawal without having to justify reasons or to pay penalties, with the exception, if necessary, of the costs of return. The period referred to in the preceding paragraph runs from the date of receipt for the goods or from the acceptance of the offer for the supply of services.

The right of withdrawal can be exercised by contacting the Company in the following way: [service@jitensha.fr](mailto:service@jitensha.fr). We inform the Customers that this right of withdrawal cannot be exercised for goods made according to the specifications of the consumer, therefore all the complete Jitensha bicycles created on the site. The seller will not be able to accept any return other than those due to the non-conformity of the Order or to the damages resulting from the transport. If the right of withdrawal is exercised within the aforementioned period, only the price of the product (s) purchased will be reimbursed, the return costs will be borne by the Customer. The returns of the products have to be made in their original state, new and complete (packaging, accessories, notice ...) so that they can be re-marketed in new condition; They should be accompanied by a copy of the purchase receipt. If the product received does not correspond to the order placed the Customer can within the period of retraction return the product. The Seller reimburses the buyer or exchanges the defective products or does not correspond to the order made. Contact us at [service@jitensha.fr](mailto:service@jitensha.fr) to exercise your right of withdrawal.

**Article 11: Guarantees** The Seller assumes two guarantees: of conformity and relative to the hidden defects of the products during 2 years. The warranty requires proof of purchase to be honoured. The warranty only applies to the original purchaser and cannot be transferred. Damage caused by normal wear and tear, negligence, accidents, improper assembly, improper maintenance of the Products by the Customer, the use of non-confirmed parts or devices for the intended use are not covered by the warranty.

**Article 12: Claims** If necessary, the Buyer can present any complaint by contacting the company using the following contact details [Service@jitensha.fr](mailto:Service@jitensha.fr).

**Article 13: Intellectual property rights** Trademarks, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the seller. No assignment of intellectual property rights is realized through these T&C's. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is strictly prohibited.

**Article 14: Exceptional events** The performance of the obligations of the seller at the end of the present is suspended in the event of a fortuitous event or “force majeure” which would prevent its execution. The seller will notify the customer of the occurrence of such an event as soon as possible.

**Article 15: Void / Nullity and Modification of the contract** If one of the stipulations of the present contract were cancelled, this invalidity would not lead to the nullity of the other stipulations which will remain in force between the parties. Any modification of the contract is valid only after written agreement signed by the parties.

**Article 16: Protection of personal data** You have the rights to interrogate, access, modify, oppose and rectify personal data concerning you. By adhering to these general conditions of sale, you agree that we collect and use this data for the realization of this contract. By entering your email address on Jitensha.fr you will receive emails containing information and promotional offers concerning products published by the Company and its partners. You can unsubscribe at any time. Simply click on the link at the end of our emails or contact the data controller (the Company).

**Article 17: Applicable law** All the clauses contained in these general conditions of sale, as well as all the buying and selling transactions referred to herein, will be subject to Swiss law.