



#### DEFINITION OF THE PARTIES

Between MADAME RIETBERGEN MARIELLE, Individual trader  
As manager of Fatvelo  
LE GREZEL, 46700, SAINT-MARTIN-LE-REDON  
registered under the SIRET number 910 973 684 00012  
Company insurance: Allianz, policy number 62646821  
duly authorised for the purposes hereof.

MADAME RIETBERGEN can be reached by email by clicking on the contact form accessible via the homepage of the website, hereafter the "Seller" or "Fatvelo", on the one hand, and the individual or legal entity purchasing products or services from Fatvelo, hereafter the "Buyer" or "Customer" on the other hand.

#### PREAMBLE

The Seller sells goods and services of clothing and accessories for cyclists marketed through its website (<https://www.fatvelo.com>). The list and description of the goods and services offered by Fatvelo can be consulted on the above-mentioned website and its sales pages. The website is published in French and English. One of these languages chosen by the client is used during the pre-contractual relationship as well as for the conclusion of the contract.

#### ARTICLE 1 - PURPOSE

The present General Terms and Conditions of Sale determine the rights and obligations of the parties in the context of the online sale of Products and Services offered by the Seller.

#### ARTICLE 2 - GENERAL PROVISIONS

The present General Terms and Conditions of Sale (GTCS) apply to all sales of Products or Services made through the Fatvelo website and are an integral part of the Contract between the Buyer and the Seller. The Seller reserves the right to modify these terms and conditions at any time by publishing a new version on its website. The GTCS applicable at that time are those in force at the date of payment (or of the first payment in the case of multiple payments) of the order. These GTCS are available on the Fatvelo website at the following address: <https://www.fatvelo.com>. Fatvelo also ensures that they are clearly and unreservedly accepted at the time of purchase. The Client declares that he has read all of the present General Terms and Conditions of Sale and, if applicable, the Special Terms and Conditions of Sale related to a product or service, and accepts them without restriction or reservation. The Customer acknowledges that he/she has received the necessary advice and information in order to ensure that the offer is suitable for his/her needs. The Customer declares that he/she is legally able to contract under French law or validly represents the individual or legal entity for which he/she is contracting. In the absence of proof to the contrary, the information recorded by Fatvelo constitutes the proof of all transactions.

#### ARTICLE 3 - PRICES

The prices of the products sold through the websites are indicated in Euros excluding taxes and are precisely determined on the pages describing the Products. They are also indicated in Euros including all taxes (VAT + other possible taxes) on the product order page, and excluding specific shipping costs. For all products shipped outside the European Union and/or French overseas departments and territories, the price is automatically calculated exclusive of tax on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable in certain cases. These rights and sums are not the responsibility of the Seller. They shall be borne by the Buyer and are the Buyer's responsibility (declarations, payment to the relevant authorities, etc.). The Seller invites the buyer to inquire about these aspects with the corresponding local authorities. Fatvelo reserves the right to modify its prices at any time in the future. The telecommunication costs necessary to access Fatvelo's websites are at the expense of the Client. If applicable, the delivery costs are also to be paid by the customer.

#### ARTICLE 4 - CONCLUSION OF THE CONTRACT ONLINE

The Customer must follow a series of steps specific to each Product or Service offered for sale by the Seller in order to complete the order. However, the steps described below are systematic:

- Information on the essential characteristics of the product;
- Choice of the Product, if necessary of its options
- Indication of the essential data of the Customer (identification, address...);
- Verification of the elements of the order and, if necessary, correction of errors;
- Acceptance of these General Terms and Conditions of Sale;
- Follow-up of payment instructions and payment of products;
- Delivery of products.

The Customer will then receive confirmation by e-mail of the payment of the order, as well as an acknowledgement of receipt of the order confirming it. The Customer will receive a copy of these general conditions of sale. For delivered products, this delivery will be made to the address indicated by the Customer. In order to complete the order correctly, the Customer undertakes to provide truthful identification details. The Seller reserves the right to refuse the order, for example for any abnormal request, made in bad faith or for any legitimate reason. The contract shall be deemed to have been concluded for the company at its registered office and for the customer at his domicile, upon payment by the customer, on the date of such payment.



#### ARTICLE 5 - PRODUCTS AND SERVICES

The essential characteristics of the goods, services and their respective prices are made available to the buyer on the Fatvelo websites. The customer confirms that he has received a detailed description of the delivery costs as well as the terms of payment, delivery and execution of the contract. The Seller undertakes to honour the customer's order within the limits of available stocks only. In the absence of such availability, the Seller shall inform the Customer accordingly. This contractual information is presented in detail and in French or English. In accordance with French law, they are summarised and confirmed when the order is validated. The parties agree that the illustrations or photos of the products offered for sale have no contractual value. The period of validity of the offer of the Products as well as their prices is specified on the sales pages of the products, as well as the minimum duration of the proposed contracts when these relate to a continuous or periodic supply of products or services. Except in the case of special conditions, the rights granted hereunder are granted solely to the person who signs the order (or the person who holds the email address communicated). In accordance with the legal provisions concerning conformity and hidden defects, the Seller will refund or exchange defective products or products that do not correspond to the order. Refunds can be requested by contacting the Seller by email or letter.

#### ARTICLE 6 - RETENTION OF TITLE CLAUSE

The products remain the property of Fatvelo until full payment is received. The company's right of resale shall also apply, if applicable, to the price or part of the resale price of these goods, as well as to the insurance indemnity subrogated to them. The client shall take all necessary measures to duly inform his creditors in due time.

#### ARTICLE 7 - DELIVERY TERMS

The products are delivered to the delivery address indicated at the time of the order and within the period indicated. This period does not take into account the preparation time of the order. When the Customer orders several products at the same time, these may have different delivery times and be delivered in different ways. The Seller provides a telephone contact indicated in the order confirmation email in order to follow up the order. The Seller reminds that at the moment when the Customer takes physical possession of the products, the risk of loss or damage of the products is transferred to him.

#### ARTICLE 8 - AVAILABILITY AND PRESENTATION

Orders will be processed within the limits of our available stocks or subject to the availability of our suppliers' stocks.

#### ARTICLE 9 - PAYMENT

Payment is due immediately upon ordering, including for pre-ordered products. The Customer may pay by credit card or Paypal. The secure online payment by credit card is made by our payment service provider. The information transmitted is encrypted according to the rules of the art and cannot be read during transport on the network. Once the payment has been made by the Customer, the transaction is immediately debited after verification of the information. In accordance with the provisions of the Monetary and Financial Code, the commitment to pay by card is irrevocable. By communicating his bank details at the time of the sale, the Customer authorises the Seller to debit his card for the amount relating to the price indicated. 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 the event of an error, or the impossibility of debiting the card, the Sale shall be immediately cancelled by operation of law and the order cancelled.

#### ARTICLE 10 - WITHDRAWAL PERIOD

In accordance with Article L. 121-20 of the Consumer Code, "the consumer has a period of fourteen clear days to exercise his or her right of withdrawal without having to justify his or her reasons or pay any penalties, with the exception, where applicable, of the cost of returning the goods". The period mentioned in the previous paragraph shall run from the date of receipt for goods or acceptance of the offer for services. The right of withdrawal can be exercised by contacting Fatvelo by email or telephone. In case of exercising the right of withdrawal within the above-mentioned period, only the price of the purchased product(s) and the shipping costs will be reimbursed, the return costs remain at the customer's expense. Products must be returned in their original condition and complete (packaging, accessories, instructions, etc.) so that they can be remarketed in new condition; they must be accompanied by a copy of the proof of purchase. When the right of withdrawal is exercised, the company shall reimburse the consumer the sums paid but not the additional costs if the consumer has expressly chosen a more expensive delivery method than the standard delivery method offered by the company. The refund shall be made without undue delay and no later than fourteen days from the date on which the company is informed of the consumer's decision to withdraw. However, if the goods have not been received by the end of that period, the company may postpone the refund until the goods have been collected or the consumer has provided proof of dispatch of the goods, whichever is the earlier. The refund shall be made by the same means of payment as the one used by the consumer for the original transaction, unless the consumer expressly agrees to the use of another means of payment.

The right of withdrawal shall not apply to the contracts listed in Article L. 221-28 of the Consumer Code, in particular those relating to the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection.

#### ARTICLE 11 - GUARANTEES

In accordance with the law, the Seller assumes two guarantees: of conformity and of hidden defects of the products. The Seller shall refund the buyer or exchange the products that appear to be defective or do not correspond to the order placed. The request for reimbursement must be made by contacting the Seller by email or by letter. The Seller reminds that the consumer: - has a period of 2 years from the delivery of the goods to act with the Seller - can choose between the replacement or repair of the goods subject to the



conditions provided by the above-mentioned provisions - apparently defective or not corresponding - is exempted from proving the existence of the lack of conformity of the goods during the six months following delivery of the goods. That, except for second-hand goods, this period will be extended to 24 months from 18 March 2016 - that the consumer may also claim the guarantee against hidden defects in the thing sold within the meaning of Article 1641 of the Civil Code and, in this case, he may choose between rescission of the sale or a reduction in the sale price (provisions of Article 1644 of the Civil Code).

#### ARTICLE 12 - COMPLAINTS

If necessary, the Buyer can make any complaint by contacting Fatvelo by email or by letter.

#### ARTICLE 13 - INTELLECTUAL PROPERTY RIGHTS

The brands, 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 transfer of intellectual property rights is made through these GTCS. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is strictly prohibited.

#### ARTICLE 14 - FORCE MAJEURE

The performance of the seller's obligations hereunder shall be suspended in the event of the occurrence of a fortuitous event or force majeure which would prevent the performance thereof. The seller shall notify the customer of the occurrence of such an event as soon as possible.

#### ARTICLE 15 - INVALIDITY AND AMENDMENT OF THE CONTRACT

Should any of the provisions of this contract be invalidated, this shall not invalidate the other provisions, which shall remain in force between the parties. Any amendment to the contract shall only be valid after a written and signed agreement by the parties.

#### ARTICLE 16 - PERSONAL DATA PROTECTION

In accordance with the European regulation on the protection of personal data, you have the right to question, access, modify, oppose and rectify your personal data. By accepting these general terms and conditions of sale, you consent to the collection and use of this data for the performance of this contract.

#### ARTICLE 17 - APPLICABLE LAW

All the clauses contained in these general terms and conditions of sale, as well as all the purchase and sale operations referred to herein, shall be subject to French law. The competent court is the Tribunal judiciaire de Cahors Boulevard Leon Gambetta CS 70289 46005 Cahors.

#### ARTICLE 18 - SETTLEMENT OF DISPUTES

In the event of a dispute, the parties may have recourse to a conventional mediation procedure or to any other alternative dispute resolution method.

##### Mediation

Under Article L. 616-1 of the Consumer Code, any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of a dispute between him and a professional. To this end, the trader shall guarantee the consumer effective recourse to a consumer mediation mechanism.

##### Alternative Dispute Resolution (ADR)

In accordance with Article 14 of Regulation (EU) No 524/2013 of 21 May 2013 on the online settlement of consumer disputes (OSCD), it is stated:

- that the electronic link to the Online Dispute Resolution (ODR) platform is: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr),
- That Fatvelo's email address is: [info.fatvelo@gmail.com](mailto:info.fatvelo@gmail.com)

##### Legal recourse

The consumer may bring the matter before the competent French court pursuant to Articles 42 to 46 of the Code of Civil Procedure or Article R. 631-3 of the Consumer Code.

If the consumer is not domiciled in France but in another EU Member State, jurisdiction is defined by Articles 17 to 19 of EU Regulation 1215/2012 of 12 December 2012. By way of derogation, the French courts shall have exclusive jurisdiction to hear any dispute that may arise between the business and the consumer if the latter is domiciled or habitually resident in France at the time the contract is concluded; the consumer expressly consents to this clause conferring jurisdiction on the French courts.