

# TERMS AND CONDITIONS

*Updated : april 2024*

## **Article 1 – General.**

These conditions of sale (hereinafter referred to as the “**Terms and Conditions** or **T&Cs**”) are concluded on the one hand, between the company Cycles Revolution SAS, owner of the ECLAIR brand, a simplified joint stock company with capital of €10,000 , whose head office is located at 36 rue Gabriel Péri, 92300 Levallois-Perret, France and registered in the Nanterre Trade and Companies Register under number 898 364 559, whose intra-community VAT number is FR 02898364559 (hereinafter called “**Cyles Revolution**”) and managing the eclairbikes.com site (hereinafter referred to as “**the Site**”), and on the other hand, any natural or legal person wishing to make a purchase via the eclairbikes.com site (hereinafter referred to as “**the Buyer**”).

Cycles Revolution manufactures electric bikes and markets these bikes and the accessories present on its Site (hereinafter referred to as “**the Products**”), only to retail and to the final buyer.

## **Article 2 – Purpose.**

These Terms and Conditions aim to define the contractual relations between Cycles Revolution and the Buyer. They constitute, with the online order, the only documents enforceable against the parties, to the exclusion of any other document.

They are applicable to any online purchase made on the eclairbikes.com Site and for delivery in mainland France, Corsica and Monaco.

The acquisition of Products through this Site implies unreserved acceptance of these Terms and Conditions. The Buyer declares to have read these Terms and Conditions before validating his order by checking the box provided for this purpose.

The Buyer further declares that the purchase of Products on this Site is intended for strictly personal use, not directly related to his professional activity.

Cycles Revolution reserves the right to modify these Terms and Conditions at any time. The Terms and Conditions applicable to the sale are those in force on the date the order is placed. Any exemption from these Terms and Conditions will only be valid after prior written agreement from Cycles Revolution.

The current Terms and Conditions are accessible on this Site. The Buyer has the option of saving and/or printing them before confirming his order.

## **Article 3 – Products.**

### **3.1 Description.**

Before placing his order, the Buyer has the possibility of consulting on this Site the descriptive sheets of the Products he wishes to order.

These sheets contain a photo and the main characteristics of the Products, as well as the selling price and delivery time. Cycles Revolution takes the greatest care in the presentation of the Products on the Site. However, the photos of these Products are for illustration purposes only and variations may occur. Any difference with the Product delivered cannot engage the responsibility of Cycles Revolution.

If necessary, the Buyer is invited to contact Cycles Revolution to obtain additional information.

### **3.2 Availability.**

The Products are offered on this Site while stocks last. No guarantee of availability is provided by Cycles Revolution.

In the event of unavailability of one or more items after validation of the order, the Buyer will be notified by email to the email address indicated when ordering. The corresponding amount will not be debited from the Buyer's bank account and may possibly be refunded after agreement with Cycles Revolution.

In the case of a pre-order, the amount will be debited on the day of placing said pre-order up to the amount indicated.

### **3,3 Prices.**

The prices appearing on the descriptive sheets of the Products sold on the Site are expressed in Euros (€), all taxes included (TTC). They take into account the VAT applicable on the day of the order. Any change in the VAT rate may be reflected in the final price of the Products.

Cycles Revolution reserves the right to modify its sales prices at any time, it being understood that the price applicable to the Buyer will be that in effect at the time of the order.

The prices indicated do not include delivery costs which will be invoiced in addition to the price of the Products purchased. The amount of delivery costs corresponds to a flat rate which depends on the delivery method chosen in mainland France, Corsica and Monaco.

## **Article 4 - Order or pre-order conditions.**

### **4,1 Preconditions.**

To be able to place an order on this Site, the Buyer must be of legal age and have a means of payment among those offered on the Site.

The Buyer acknowledges that the data recorded on the Site at the time of the order constitutes proof of the transaction between himself and Cycles Revolution.

### **4,2 Customer account.**

In order to place an order, registration on the Site and the creation of a customer account are necessary. Each time they visit the Site, the Buyer will have the possibility of consulting their account (order status, profile, etc.) after having identified themselves.

Any order made with their personal data is deemed to have been made by the Buyer and obliges them to pay for said order.

In the event of loss or theft of their personal data, the Buyer must immediately inform Cycles Revolution who will block the account concerned. Cycles Revolution reserves the right to delete the account of a negligent Buyer.

If the Buyer forgets his password, he can obtain a new one using the link provided in the identification form. The procedure will be sent by email to the email address specified for the account.

When creating their account, the Customer may authorize Cycles Revolution to send them their newsletters or any commercial communication by email via an opt-in mechanism.

Regarding the collection of the telephone number, Cycles Revolution informs the Customer that he has the right to register free of charge on the list opposing telephone

canvassing if he does not wish to be contacted by commercial prospecting companies, by going to the site [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) (in French).

#### **4,3 Pre-order.**

Cycles Revolution offers the Buyer an option to pre-order his bike at a preferential rate specified on the Site. This option will be available from April 2024 for a Product delivered from the second half of 2024, which the Buyer expressly accepts by validating his pre-order.

As soon as the bike is available, the Buyer will receive an e-mail inviting them to finalize their order (see article 4.4 below). During this stage, the Buyer will have the possibility to select additional options for their bike before paying the remainder of the price of the bike plus the amount of any options.

The Buyer may cancel his pre-order at any time by email addressed to Cycles Revolution ([hello@eclairbikes.com](mailto:hello@eclairbikes.com)), indicating their name and order number. Cycles Revolution will reimburse the Buyer for the sums paid within ten days of receipt of their cancellation request.

Any pre-order is strictly personal and cannot be assigned or transferred in any way.

#### **4,4 Order (from the second half of 2024).**

After selecting the Products and options to order, the Buyer provides or validates information relating to delivery and payment method.

Before paying for his order, the Buyer has the possibility to check the content and the total amount of his order and to return to previous pages in order to correct any errors or modify his order.

The Buyer accepts the order by clicking on the 'Order' button. This action has the value of an electronic signature and obliges the Buyer to pay all sums due in execution of said order. The Buyer will receive an e-mail informing him that his order has been registered.

Subject to available stocks and receipt of payment, Cycles Revolution will confirm the Buyer's order by email. The shipment will then be confirmed by email with a means of tracking the delivery.

Any modification of the order by the Buyer after its confirmation is subject to acceptance by Cycles Revolution.

Cycles Revolution reserves the right to refuse any order which does not comply with these Terms and Conditions, in particular in the event of abnormally high quantities ordered for an end user or when the product is not available in stock.

## **Article 5 – Payment.**

All orders, whatever their origin, must be paid in Euros (€) using exclusively the payment methods offered on the Site.

Cycles Revolution uses the *Stripe* payment tool and *3D Secure (3DS2)* security to guarantee the security of payments on the Site.

If payment is accepted, the order is recorded and the contract is definitively formed between the Buyer and Cycles Revolution.

The Buyer guarantees that he has the necessary authorizations to use the payment method chosen at the time of validation of his order. Any payment incident will result in the automatic cancellation of the order and/or immediate suspension of delivery of the Products.

## **Article 6 – Delivery.**

The Products sold on this Site are delivered by Cycles Revolution in mainland France, Corsica and Monaco. Cycles Revolution reserves the right to refuse any request for delivery outside the intended territories.

When an order is shipped, Cycles Revolution informs the Buyer by email.

The products are delivered to the address indicated when ordering online, within seven (7) working days from validation of the order by Cycles Revolution.

In the event of a delay in shipping the Products ordered compared to the time indicated in the order validation email, Cycles Revolution will inform the Buyer by email.

Cycles Revolution cannot be held responsible for any delivery delays attributable to delivery services.

For any order not received at the address indicated, the costs of reshipping the package to Cycles Revolution premises will remain the responsibility of the Buyer (unclaimed package, incomplete or invalid delivery address, etc.).

Cycles Revolution cannot be held responsible for any damage resulting from an error by the Buyer in the information provided (loss of the package, late delivery, etc.).

In the absence of delivery within the maximum delivery time indicated in the order confirmation, the Buyer is entitled to cancel his order within a maximum period of thirty (30) days from the first day of exceeding said maximum time. In this eventuality, the Buyer will be refunded the amount of the canceled order.

In the case of a pre-order, the Buyer acknowledges that Cycles Revolution cannot commit to a precise availability date at the time of the pre-order. Consequently, the Buyer has the right to cancel this pre-order at any time.

## **Article 7 - Transfer of ownership.**

The Products which are delivered to the Buyer by a carrier chosen by Cycles Revolution, travel at the risk of Cycles Revolution.

Cycles Revolution reserves full ownership of the Products sold until Cycles Revolution receives full payment.

## **Article 8 - Receipt and return of products**

### **8.1 Receipt of products.**

It is up to the Buyer to check the condition of the packaging of the Products and their conformity at the time of delivery.

In the event of damage to the package or an apparent anomaly, the Buyer must make reservations with the carrier at the time of delivery and report the incident to Cycles Revolution.

Depending on the case and after examining the Products, Cycles Revolution may exchange or refund them. In this case, the delivery costs of a new product will be borne by Cycles Revolution.

### **8.2 Return procedure.**

To benefit from an exchange or refund in the event of transport damage, the Buyer must file their complaint within 10 days of receipt of the package.

This complaint must be made to Cycles Revolution, either by email (clients@eclairbikes.com), or by letter to the address of Cycles Revolution – 36, rue Gabriel Péri – 92300 Levallois-Perret.

Any claim not meeting the above deadlines will be rejected and Cycles Revolution will be released from all liability.

Within the same period, the Buyer must return the Products to the following address: Cycles Revolution – L'usine à vélo – 40, rue Decomberousse – 69100 Villeurbanne, respecting the following instructions:

- Be properly packaged in their original packaging, accompanied by all possible accessories and all documents provided.
- Be accompanied by the sales invoice in order to allow the identification of the Buyer and make the corresponding credit or reimbursement (excluding possible shipping costs).
- Not damaged or showing signs of use.

If the above conditions are not respected (in particular Product incomplete, damaged or showing obvious signs of use), Cycles Revolution will be unable to reimburse the Product concerned.

The Buyer remains responsible for the returned Products until their receipt by Cycles Revolution.

## **Article 9 - Right of withdrawal.**

In accordance with article L121-20-12 of the Consumer Code, the Buyer has a period of fourteen (14) calendar days from the date of delivery of the Products to exercise his right of withdrawal, without having to provide a reason or suffer a penalty.

To exercise his right of withdrawal, the Buyer must proceed as follows:

- Either send a declaration clearly and unambiguously indicating his desire to withdraw, by email (clients@eclairbikes.com).
- Either use the form available in the Appendix sent by post or email to the address of Cycles Revolution – 36, rue Gabriel Péri – 92300 Levallois-Perret – clients@eclairbikes.com.

This declaration must include the Buyer's full contact details (name, postal address, e-mail address).

In the case of a request made by email before the deadline has expired, Cycles Revolution will send an acknowledgment of receipt by email.

The exercise of the right of withdrawal must be done in accordance with the return procedure indicated above. The Product must be returned within fourteen (14) days maximum, in perfect resalable condition.

When exercising this right of withdrawal, return costs are the responsibility of the Buyer. In the event that the above conditions are respected, Cycles Revolution will reimburse the Buyer for all sums received when ordering the Products concerned, less delivery costs.

The Buyer will be reimbursed no later than fourteen (14) days following receipt by Cycles Revolution of the withdrawal request. Cycles Revolution, however, reserves the right to defer this reimbursement until actual receipt of the Products concerned.

## **Article 10 - Legal guarantees.**

The guarantor of conformity and defects in the event of hidden defects in the Products delivered is the company Cycles Revolution.

Any request made by the Buyer under the legal guarantee (compliance or hidden defect) must be sent to Cycles Revolution by email (clients@clairbikes.com).

This warranty does not cover normal wear of components (transmission, brake pads and fluid, tires, saddle, grips) resulting from normal use of the Products.

### **10.1 Guarantee for hidden defects.**

The Buyer benefits from the legal guarantee for hidden defects under article 1641 of the Civil Code for a period of two (2) years from the date of delivery of the Product.

In this event, the Buyer may choose between returning the Product to Cycles Revolution and being reimbursed the amount paid, or keeping the Product and obtaining a reduction in the sale price in accordance with article 1644 of the Civil Code.

### **10.2 Warranty for non-conformity.**

The Buyer benefits from the legal guarantee for non-compliance under articles L217-3 et seq. of the Consumer Code for a period of two (2) years from the date of delivery of the Product.

The Customer does not have to provide proof that the non-conformity of the product existed at the time of delivery for any lack of conformity which appears within the above period, unless proven otherwise by Cycles Revolution.

Within the framework of this guarantee, the Buyer may choose between repair or replacement of the Product. If repair or replacement of the Product is impossible or cannot be implemented within one (1) month of the Buyer's request, the Buyer may return the Product to Cycles Revolution and receive a refund of the amount paid.

Return costs are the responsibility of Cycles Revolution subject to the Buyer complying with the return procedure specified in article 8.2 above.

## **Article 11 - Limits of liability.**

In the distance selling process on this Site, Cycles Revolution is only bound by an obligation of means.

Cycles Revolution cannot be held liable for any damage or harm suffered by the Buyer and resulting from the use of the Site and the Internet, such as loss of data, intrusion, viruses, service interruption, or other involuntary problems.

Cycles Revolution cannot be held responsible for any indirect loss or damage suffered by the Buyer or third parties as a result of the Products sold or their use.

Cycles Revolution guarantees the conformity of the Products sold with French legislation and cannot be held responsible for non-compliance with any foreign legislation.

Cycles Revolution declines all responsibility in the event of non-execution of an order due to force majeure (strike, riot, fire, natural disaster, etc.)

## **Article 12 - Spare parts.**

Cycles Revolution ensures the availability of spare parts necessary for the use of the Products sold for a period of five (5) years from the date of delivery.

## **Article 13 – Partial non-validity.**

If one or more stipulations of these Terms and Conditions are declared invalid in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope. .

## **Article 14 - Dispute resolution.**

These Terms and Conditions are subject to French law. In the event of a dispute or litigation, the competent court will be the Nanterre Commercial Court.

## **Appendix – Withdrawal form.**

To the attention of Cycles Revolution – 36, rue Gabriel Péri – 92300 Levallois-Perret  
I hereby notify you of my withdrawal from the contract relating to the sale of the following product(s):

Description: \_\_\_\_\_ (indicate the product(s) subject to the order)

Ordered on: \_\_\_\_\_ (indicate order date)

Buyer Name \_\_\_\_\_

Buyer's address \_\_\_\_\_

Buyer's email address \_\_\_\_\_

Date \_\_\_\_\_

Signature of the buyer \_\_\_\_\_ (only in case of postal mail)