

# TERMS AND CONDITIONS

*Updated: September 2024.*

## Article 1. General.

These Terms and Conditions (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, simplified joint-stock company with a 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 “**Cycles Revolution**”) and managing the site **eclairbikes.com** (hereinafter referred to as “**the Site**”) and on the other hand, any natural or legal person wishing to purchase via the Site (hereinafter referred to as “**the Buyer**”).

Cycles Revolution manufactures electrically assisted bicycles and markets these bicycles 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 or pre-order, the only documents binding on the parties, without the exception of any other document (including any general conditions of purchase of the Buyer).

They apply to any online purchase made on the Site and for delivery in mainland France, Corsica, and Monaco.

Acquisition of Products through the Site implies unreserved acceptance of these Terms and Conditions. The Buyer declares to have read the Terms and Conditions before validating their order.

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

Cycles Revolution reserves the right to modify these Terms and Conditions whenever needed. 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 the Site. The Buyer has the option of saving and printing them before confirming their order.

## Article 3. Products.

### 3.1. Description

Before placing their order, the Buyer has the possibility of consulting on the Site the descriptive sheets of the Products they wish 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 presenting the Products on the Site. However, the photos of these Products are for illustration purposes only and variations may occur. In the event of an error or omission in the presentation or description of the Products, Cycles Revolution cannot be held liable, just as any difference with the Product delivered cannot incur the liability 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.

If one or more items are unavailable after validation of the order, the Buyer will be notified by email to the email address indicated when ordering. Cycles Revolution may then offer the Buyer a new delivery date or a refund in the event of a request for cancellation of the order by the Buyer and after agreement from 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. Rates and prices**

The prices appearing on the descriptive sheets of the Products sold on the Site are expressed in Euros (€), all taxes included (including VAT). 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, without the Buyer having to be informed in advance.

Cycles Revolution reserves the right to modify its sales prices at any time, being understood that the price applicable to the Buyer will be the one in effect at the time the customer accepts the order by clicking on the Order button. In the event of non-compliance with payment deadlines (See Article 5 below) and after a reminder to the Buyer by email, Cycles Revolution reserves the right to cancel the order. The Buyer will then be invited to place a new order with the possible application of new sales prices.

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 the Site, the Buyer must be of legal age or, if a minor, represented by their legal guardians, 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 themselves and Cycles Revolution.

### **4.2. Customer account**

To place an order on the Site, the Buyer must have a customer account. It is possible to

create a new customer account by providing an email address and password via the “Create an account” form, accessible by clicking the “My Account” icon. Each time they visit the Site, the Buyer will have the possibility to consult their account (order status, addresses, means of payment, account details, etc.) after having identified themselves using the “Connect” form, also accessible by clicking on the “My Account” icon. If the Buyer does not have a customer account when placing their first order, one will be created automatically when the order is validated. To do this, the buyer must provide a valid email address and a password at the top of the order validation form. An email will inform the Buyer of the creation of their customer account, with a reminder of their username.

Any order made with their data is deemed to have been made by the Buyer and obliges them to pay the final price of said order and all related costs.

In the event of loss or theft of their 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 their password, they can obtain a new one using the link provided in the identification form. The procedure will be sent to them by email to the address specified for the account. The Buyer can also change their password in the “Account Details” tab of their customer account.

When creating their account, the Buyer 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 Buyer that they have the right to register free of charge on the list opposing telephone canvassing if they do not wish to be contacted by commercial prospecting companies, by going to the website <https://www.bloctel.gouv.fr> (in French).

### **4.3. Pre-order**

Cycles Revolution offers the Buyer an option to pre-order their bike at a preferential price specified on the Site. This option will be available from May 2024 for a Product delivered from January 2025, which the Buyer expressly accepts, including shipping times, by validating their pre-order.

As soon as the bike is available, the Buyer will receive an email 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, increased by the amount of any options chosen by the Buyer.

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

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

The price paid by the Buyer for a pre-order does not constitute a deposit within the meaning of Article 1590 of the Civil Code, so that (i) the Buyer may cancel their pre-order free of charge under the conditions described above and obtain reimbursement of the sums paid and (ii) if Cycles Revolution cannot provide a pre-ordered Product, Cycles Revolution cannot be required to reimburse the Buyer double the sums paid. This sum does not bear interest.

#### **4.4. Order**

After selecting the Products and options of their choice, the Buyer adds them to their basket by clicking on "Ajouter au panier" (Add to cart in French). They will then be invited to validate their order by clicking the "Valider la commande" button (Validate order in French).

Before paying for their order, the Buyer can check the content and the total amount of their order and return to previous pages to correct any errors or modify their order.

The Buyer provides or validates information relating to billing, delivery, and payment method, then accepts the order by clicking on the "Commander" button (Order in French). This action has the value of an electronic signature which definitively forms the contract between the Buyer and Cycles Revolution and obliges the Buyer to pay all sums due in execution of said order.

Subject to available stocks and if payment is (i) accepted for payments by credit card or (ii) fully available in Cycles Revolution accounts for payments by bank transfer, Cycles Revolution will confirm the order to the Buyer by e-mail.

A new e-mail will be sent to the Buyer at the time of shipment with a means of tracking the delivery.

In the case of a pre-order, the Buyer will receive an e-mail that validates the pre-order and specifies the procedure for finalizing the order (see Article 4.3 above).

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

The entire sale price of the Products and options chosen is due upon ordering.

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

In the case of payment by bank transfer, the Buyer is requested to proceed as soon as possible and at the latest within thirty (30) calendar days, to transfer all sums due to Cycles Revolution's accounts. The bank details of Cycles Revolution are given in an e-mail sent to the Buyer informing them that their payment is pending.

In the event of late payment and after formal notice by postal mail (certified letter with return receipt requested), penalties will be applicable at the legal rate. A fixed compensation of €40 will also be applied for recovery costs.

The Buyer guarantees that they have the necessary authorizations to use the payment method chosen at the time of validation of their 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 e-mail.

Products are delivered within seven (7) working days from the dispatch of the order by Cycles Revolution to the e-mail address indicated by the Buyer when ordering online on the Site.

It is specified that, in the case of a pre-order and upon receipt of full payment of the price, Cycles Revolution undertakes to inform the Buyer of an estimate of the time within which their order may be shipped to him and to keep the Buyer informed if this deadline changes.

In the event of a delay in shipping the Products ordered compared to the time indicated in the order confirmation e-mail, Cycles Revolution will inform the Buyer by e-mail and will agree to a new delivery time with the Buyer.

The Buyer is responsible for the information (last name, first name, delivery address as precise as possible, e-mail address, and telephone number) that they transmit when they place their order on the Site. 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.).

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.).

In the absence of delivery within the maximum delivery time indicated in the order confirmation, the Buyer is entitled to cancel their 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 and delivery date at the time of the pre-order. Consequently, the Buyer has the right to cancel this pre-order at any time under the conditions described in Article 4.3 of these Terms and Conditions.

## **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.

If the Buyer is a consumer, the risk of disappearance, deterioration, or accidental loss of the Products is transferred to the Buyer upon taking physical possession of the Products by the latter or by a third party designated by them.

## **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. Failing this, no complaint will be possible by the Buyer, and Cycles Revolution cannot be held liable under any circumstances.

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.

For security or carrier-related reasons, the Products or certain components may be delivered partially assembled. The responsibility for assembly will fall exclusively to the Buyer, according to the instructions and technical documents provided by Cycles Revolution for this purpose.

### **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 e-mail (customers@clairbikes.com) or by certified letter with return receipt requested 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 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 the Product is incomplete, damaged, or showing signs of use), Cycles Revolution will be unable to reimburse the Product concerned and will not be held liable.

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

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

By 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 their right of withdrawal, without having to provide a reason or suffer a penalty, except return costs

which remain their responsibility and which they must pay.

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

- Either send a declaration clearly and unambiguously indicating their desire to withdraw, by e-mail (customers@eclairbikes.com).
- Either use the form available in the Appendix sent by mail (certified letter with return receipt requested) or e-mail to the address of Cycles Revolution – 36, rue Gabriel Péri – 92300 Levallois-Perret – customers@eclairbikes.com.

This declaration must include the Buyer's full contact details (name, postal address, email address, and order number).

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

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

When exercising this right of withdrawal, the return costs are the responsibility of the Buyer.

If the above conditions are respected, Cycles Revolution will reimburse the Buyer for all sums received when ordering the Products concerned, deducting, possibly, delivery costs, if the Buyer had chosen a more expensive delivery than the standard delivery offered by Cycles Revolution.

The Buyer will be reimbursed no later than fourteen (14) calendar 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 Warranty.**

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 e-mail (customers@eclairbikes.com).

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

### **10.1. Warranty for hidden defect.**

The Buyer benefits from the legal guarantee for hidden defects under Article 1641 of the Civil Code for 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 refunded the amount paid, or keeping the Product and obtaining a reduction in the sale price by Article 1644 of the Civil Code.

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

The Buyer benefits from the legal warranty for non-compliance under Articles L. 217-3 et seq. of the Consumer Code for two (2) years from the date of delivery of the Product.

The Buyer does not have to provide proof that the non-conformity of the product existed at

the time of delivery for any lack of conformity that 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 the repair or replacement of the Product is impossible or cannot be implemented within one (1) month from the Buyer's request, the latter may return the Product to Cycles Revolution and be refunded 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.

By Decree No. 2022-946 of June 29, 2022, relating to the legal warranty of conformity for goods, digital content, and digital services, these Terms and Conditions must recall that:

*«The consumer has a period of two years from delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.*

*When the contract of sale of the good provides for the supply of digital content or a digital service continuously for more than two years, the legal guarantee applies to this digital content or this digital service throughout the expected supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of its appearance.*

*The legal guarantee of conformity entails an obligation for the professional, where applicable, to provide all updates necessary to maintain the conformity of the goods.*

*The legal guarantee of conformity gives the consumer the right to repair or replacement of the goods within thirty days of their request, free of charge and without major inconvenience for them.*

*If the item is repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.*

*If the consumer requests repair of the good, but the seller requires replacement, the legal guarantee of conformity is renewed for two years from the date of replacement of the good.*

*The consumer can obtain a reduction in the purchase price by keeping the goods or end the contract by being reimbursed in full against the return of the goods, if:*

*1° The professional refuses to repair or replace the goods;*

*2° The repair or replacement of the goods takes place after thirty days;*

*3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-compliant good, or if he bears the costs of installing the repaired good or of substitution ;*

*4° The non-compliance of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.*

*The consumer also has the right to a reduction in the price of the good or to the termination of the contract when the lack of conformity is so serious that it justifies the reduction in the price or the termination of the contract being immediate. The consumer is then not required to request repair or replacement of the goods beforehand.*

*The consumer does not have the right to cancel the sale if the lack of conformity is minor.*

*Any period of immobilization of the good for its repair or replacement suspends the*



*guarantee which remains to run until the delivery of the restored good.*

*The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.*

*The seller who obstructs in bad faith the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of 300,000 euros, which can be increased up to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).*

*The consumer also benefits from the legal guarantee against hidden defects in application of Articles 1641 to 1649 of the civil code, for two years from the discovery of the defect. This guarantee gives the right to a price reduction if the item is kept or to a full refund against the return of the item. »*

## **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 a case of force majeure (strike, riot, fire, health crisis, natural disaster, etc.).

The liability of Cycles Revolution is in any case limited to the amount of the order or pre-order and cannot be blamed for simple errors or omissions which may have remained despite all the precautions taken in the presentation of the Products and the execution of the service by Cycles Revolution.

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

Cycles Revolution ensures the availability of spare parts necessary for the use of the Products sold for 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 the 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. Data protection.**

Cycles Revolution is authorized to process and record data relating to the various sales contracts to the extent that this is necessary for the completion and execution of the sales

contract and for as long as the law requires it to keep this data.

We do not transmit any personal data of the Buyer to third parties without the express consent of the Buyer unless we are legally obliged to communicate data.

Our detailed regulations relating to the protection and management of customer data are accessible on our Site.

### **Article 15. Applicable law and jurisdiction clause.**

These Terms and Conditions are subject to French law. Any dispute resulting from the formation, interpretation, or execution of these Terms and Conditions will be under the exclusive jurisdiction of the courts of Nanterre, notwithstanding multiple defendants or warranty claims.

### **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's name \_\_\_\_\_

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

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

Date \_\_\_\_\_

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