



Terms and conditions

Updated on 29/09/2014

Article 1 - Purposes and application

These general conditions of sale apply automatically to any sale of following products : small pedal sulky (small pedal horses) and other products marketed by the seller.

The sale is considered concluded at the date of signing the purchase order or quotation sets by the seller. Prior to that date, and in accordance with the provisions of Article L. 113-3 of the French Consumer Code, the present conditions of sale are made available to any buyer for information .

Any order implies acceptance without reservation to these general conditions sale which prevail over all other conditions, except those that have been accepted specifically by the seller .

Signing an order or quote established by the seller constitutes acceptance full of these terms of sale.

Article 2 - Order

By order is meant any signature of a purchase order or a quote on the products sold by the seller at the price shown on the said purchase order or quote, and accepted by the seller and buyer , together with payment of the agreed deposit on the purchase control or estimate.

Any order to be valid, must be made on purchase orders or quotation of the seller.

The acceptance of the order by the seller results from the direct delivery of products ordered.

Any order received by the seller is considered firm and final .

Article 3 - Delivery

Except particular conditions specific to the sale, delivery will be made either:

- By the seller himself;
- By an independent carrier;
- By any person authorized for this purpose by the seller.

The method of delivery is determined between the seller and the buyer at the time of signature the purchase order. Delivery is at the buyer's home at the address indicated by it to the seller, in a time specified by the seller to the buyer on the purchase order or quote. This period runs from the receipt by the seller of an order in due form.

In the absence of indication or agreement as to the date of delivery, the seller delivers the goods without undue delay and no later than between 4-8 weeks after the conclusion of the order, being that this period covers the period of production of the products sold by the seller. In case of breach of the seller's obligation to deliver on the date or the expiry of period specified above, the buyer may terminate the contract, by registered letter with request for acknowledgment of receipt or written on another durable medium, if after urges, in the same way, the professional to make delivery or provide service within a reasonable grace period, it was not executed in that time.

The contract is considered resolved upon receipt by the professional letter or writing informing him of the resolution, unless the professional did meanwhile is executed.

However, the purchaser may immediately terminate the contract where the trader refuses to deliver the goods or does not perform his obligation to deliver the goods on time, or if such date is the deadline for the buyer an essential condition of the contract. This essential from the circumstances attending the conclusion of the contract or express request of the consumer before the contract is concluded.

The costs and risks associated with product delivery operation are the sole responsibility of seller except as part of a delivery by independent carrier in which case the risk relating to product delivery operation are transferred to the carrier.

In any event, after the delivery, product risks are transferred to the buyer.

Therefore the buyer will assume the costs and risks of transporting products sold after their delivery.

Any product that can not be delivered because of an incorrect or incomplete delivery address will be returned at the expense of the purchaser.

Upon delivery, the buyer should check the product status. If it is damaged, the buyer must notify the seller or reject the product, if delivery is made by a independent carrier, and note a reserve on the delivery (parcel refused because opened or damaged).

If the delivery is made by an independent carrier, the buyer must indicate on the Delivery and form of handwritten reserves accompanied by his signature all anomaly concerning the delivery (damage, missing product compared to the delivery order, damaged package, broken product ...).

This check is considered as made once the purchaser, or a person authorized by it, signed the delivery note. The buyer will then confirm these reservations by registered mail to the carrier at later than two business days following receipt of the product and transmit a copy of this letter by fax or regular mail to the seller.

If the products need to be returned to the seller, they must be applied back to the seller within 7 days of delivery. Any claim after this deadline will not be accepted. The return of the product could be accepted for the products in their original state (packaging, accessories, manuals ...).

Article 4 - Right of withdrawal

Under the provisions of the French Consumer Code, the purchaser has a period of 14 working days from the date of delivery of his order to return any product that does not suit him and ask exchange or refund without penalty, except for return costs are the responsibility of the buyer.

The products will be returned fully, in their original packaging complete and intact and in perfect condition for resale. Any product that has been damaged or whose the original packaging has been damaged, will NOT be refunded or exchanged .

Article 5 - Return procedure - Refund

After communicating its decision to withdraw, the buyer then has 14 days to return or restitution the products.

The product must be returned to the seller, whole, assembled and in packaging of origin under the procedure specified by the seller.

This right of withdrawal is without penalty, provided that the return costs are at the buyer's expense. In the case of an exchange, the return will be at the buyer's expense.

The seller must refund the buyer the full amount paid, including expenses delivery without undue delay and no later than within 14 days from the date of is informed of the consumer's decision to withdraw.

The seller may, however, withhold the reimbursement until recovery of property or until the buyer has provided proof of the shipment of such goods, whichever being that of the first such occurrence.

Article 6 - Price

Prices are firm and final. Except particular conditions specific to the sale, Prices of products sold are those appearing on the order of the day of command.

They are expressed in lawful money and stipulated including taxes, fees delivery included, including packaging.

A payment of 40 % deposit of the order amount is required to confirm the command. This payment is due upon signing the purchase order. the balance of the price of the order is paid by the buyer at the latest on the day of delivery.

An invoice will be delivered to the purchaser on request.

The transfer of ownership of goods sold is suspended until full payment of the invoice.

Article 7 - Guarantees

The products sold are covered by a commercial guarantee to ensure their compliance and ensure repayment of the purchase price, replacement or repair property. It does not cover defects caused due to abnormal or improper use or resulting from a cause unrelated to the intrinsic qualities of products.

The above provisions do not preclude the application of the legal guarantee Compliance with Article L. 211-4 of the Consumer Code and the guarantee of defects thing sold articles 1641 of the Civil Code.

Seller warrants the products purchased for one year from delivery of the parts defective.

Any defective parts must be returned to the vendor who will examine the room.

The replacement or repair of this piece will be the responsibility of the seller only if the defectiveness is not caused due to abnormal use or incorrect or resulting from a cause unrelated to the intrinsic qualities of products.

Article 8 - Majeur Vigueur

All circumstances beyond the will of the parties in preventing the execution normal obligations are considered grounds for exemption obligations of the parties and lead to their suspension.

The party relying on the above mentioned circumstances must immediately notify the other part of their occurrence, and their disappearance.

Will be considered as majeure any compelling facts or circumstances, outside parties, unpredictable, unavoidable, beyond the control of the parties and will not be prevented by them, despite all efforts reasonably possible. Explicitly, are considered as force majeure or fortuitous events, beyond those usually retained by the jurisprudence of courts and tribunals French: blocking of means of transportation or supplies, earthquakes, fires, storms, floods, lightning, stop telecommunication networks or difficulties specific to the external telecommunications networks to customers.

The parties shall meet to examine the impact of the event and agree on conditions under which the contract will be continued. If the case of force majeure greater than three months, these terms may be terminated by the injured party.

Article 9 - Partial non - validation

If one or more provisions of these terms are held to be invalid or declared as such under any law, regulation or following a decision final of competent jurisdiction , the remaining provisions remain in full force and their reach.

Article 10 - No Waiver

The failure of either party not to claim a breach by the other party to a any obligations contained in these Terms shall be interpreted in the future as a waiver of the requirement involved .

Article 11 - Title

In case of difficulty in interpretation between any of the titles at the head of clauses, and any of the clauses, the titles will be declared nonexistent.

This english version or the terms and conditions exists only for your comfort, you must refer legally to the French version.

Article 12 - Applicable law

These terms are subject to the application of French law. It is and for substantive rules as to the rules of form. In case of dispute or claim, the buyer should first contact the seller for an amicable solution.

Otherwise, the buyer may initiate proceedings before the court of his choice.