

# E-SHOP TERMS AND CONDITIONS

**Claude Gasnal Organisation**, SASU, registered with the RCS of Le Mans under number 399 909 365 and located 2 Avenue d'Haouza 72100 LE MANS acting through its legal representative, thereafter referred to as the "Seller" or CGO, on the one hand, and all natural or legal persons making a purchase via our E-Shop, thereafter referred to as the "Customer".

CGO's activity is the organization of events for professionals or the general public. In this way, CGO markets products related to the organized event.

The marketing of goods is mostly carried out by the site [www.24heuresvelo.fr](http://www.24heuresvelo.fr). The Goods and Services list offered for sale online by CGO can be consulted on the site available on [www.24heuresvelo.fr](http://www.24heuresvelo.fr).

The Seller reserves the right to modify these E-Shop Terms and Conditions at any time by publishing a new version on the Site. The general conditions of sale are those in force on the date of the order validation. The parties agree that the photos of the Goods online on the site have no contractual value.

It is possible to choose the French or English language to make a booking. Only the French « Race Rules » have contractual value. The English version is informative.

## **Clause 1 – DEFINITIONS**

In these E-Shop Terms and Conditions, the terms below with a capital letter will have the definition attributed to them for the purposes of their interpretation and execution:

"Article": the item(s) that were the subject of the order

"Good": any product offered for sale on the Site

"Order": request for Goods or Services made by the Customer from the Seller

"General Conditions of Sale": the general conditions of sale which are the subject of these presents

"Contract": this administrative act including its preamble and its annexes as well as any amendment, substitution, extension or renewal made to these under the agreement of the Parties

"Delivery time": period between the date of Validation of the Order and the date of delivery of the order to the customer

"Delivery costs": price incurred by the Seller to deliver the order to the address indicated by the Customer

"Delivery": shipping the item to the customer

"Delivery Method": refers to any standard or express delivery available on the Site at the time of the Order

"Price": the value of a Good or a Service; this value includes all taxes and excludes delivery costs.

"Total price": the total amount of the cumulative prices of the Goods and Services which are the subject of the Order; this amount includes all taxes

"All-Inclusive Price": the Total Price including the price of the Delivery Costs; this amount includes all taxes

"Service": any service offered for sale on the Site

"Site": online Sales site [www.24heuresvelo.fr](http://www.24heuresvelo.fr) used by the Seller to market its Goods / Services

“Territory”: has the meaning given to this term in Article 3

“Order Validation”: has the meaning given in Article 5

“Online Sale”: marketing of the Seller’s Goods and Services via the Site

References to Articles are references to this Agreement articles, unless the context requires otherwise.

When the singular or plural is used for any of the defined terms, its corresponding plural or singular is implied when the context requires or permits it.

## **Clause 2 – PURPOSE**

The purpose of this Contract is to define the Parties’ rights and obligations in the context of the Online Sale of Goods and Services offered for sale by the Seller to the Customer.

## **Clause 3 – APPLICATION OF THE E-SHOP TERMS AND CONDITIONS**

These E-SHOP Terms and Conditions apply for consumers only, within the meaning of the law and the jurisprudence, acting exclusively for their own and domiciled in metropolitan France.

In accordance with articles L. 111-1 and L. 111-4 of the French Consumer Code, the essential characteristics and prices of goods and services sold electronically are available on the Site.

Besides, the Customer receives the information provided in articles L. 122-1 et L. 221-11 of the French Consumer Code, before and after the conclusion of the sale and in particular by means of these E-Shop Terms and Conditions.

These E-Shop Terms and Conditions apply to all sales of Goods and Services by the Seller made via the Site.

The Customer declares to have read these E-Shop Terms and Conditions before the Validation of the Order within the meaning of Article 5. The Validation of the Order is therefore acceptance without restriction or reservation of the E-Shop Terms and Conditions.

## **Clause 4 – DATE OF APPLICATION AND DURATION**

This Contract enters into force on the date of Validation of the Order as defined in Article 5.

The Contract is concluded during the period necessary for the supply of the Goods and Services, until guarantees and obligations owed by the Seller expire.

## **Clause 5 – GOODS AND SERVICES ORDER AND CONCLUDING STAGES OF ONLINE SALES**

In order to complete the Order, the Customer must achieve the following steps:

1. Enter the Site address
2. Follow the instructions on the Site
3. Complete the order form. In the event of prolonged inactivity on the connection, it is possible that the selection of items chosen by this inactivity is no longer guaranteed. The Customer is then invited to resume his selection of Goods and Services from the beginning.
4. Check the Order items and if necessary, identify and correct errors. The Customer can modify his order before confirming and paying it.

5. Confirm the Order, the E-Shop Terms and Conditions, the Total Price and the All-inclusive Price (the "Order Validation")
6. Follow the instructions of the online payment server to pay the All-Inclusive Price.  
The Customer then receives electronically and without delay a confirmation of acceptance of payment for the Order.

The Customer also receives electronically and without delay an acknowledgment of receipt confirming the Order (the "Order Confirmation") and reminding the general conditions of sale including the withdrawal form and the order summary.

The Customer receives electronically the successive stages of his order delivery.

The Delivery will take place at the delivery address previously indicated by the Customer. When carrying out the different stages of his order, the Customer agrees to consider this E-shop Terms and Conditions by application of Article 1366 of the French Civil Code.

CGO undertakes to fulfill the Order only within the limits of the Goods stocks available. In case of Goods unavailability, the Seller undertakes to inform the Customer.

However, in accordance with Article L. 122-1 of the French Consumer Code, CGO reserves the right to refuse any Order placed in error or bad faith or for any other legitimate reason, and in particular, when there is a dispute with the Customer concerning the payment of a previous order.

The E-Shop Terms and Conditions can be consulted before the Order confirmation and at any time on the Site.

## **Clause 6 – GOODS AND SERVICES PRICES AND VALIDITY CONDITIONS**

The Goods and Services price sold on the Site is respectively indicated by item and reference or by service and reference.

At the time of the Order Confirmation, the price to be paid is the All-Inclusive Price.

Telecommunication costs inherent in accessing the Site remain the Customer's responsibility.

The Validity period of the offers and Prices is fixed by the Site updating.

## **Clause 7 – TERMS OF PAYMENT**

Payment of the price is made only by credit card. Credit cards accepted are those of the "Carte Bleue" networks: Visa, Eurocard / MasterCard.

The transaction is immediately debited on the Customer's bank card after verification of its data, and upon receipt of the debit authorization from the company issuing the bank card used by the Customer.

In accordance with article L. 132-2 of the Monetary and Financial Code, the commitment to pay given by Credit Card means is irrevocable. By providing his bank card information, the Customer authorizes CGO to debit his bank card for the amount corresponding to the price.

The Customer confirms that he is the holder of credit card to be debited and that the name appearing on the credit card is his. The Customer communicates the 16 numbers, the expiry date of his credit card as well as, where applicable, the numbers of the cryptogram.

If the debit of the price is impossible, the online reservation will be immediately terminated.

The CGO implements all means to ensure the confidentiality and security of datas transmitted on the website.

## **Clause 8 – THE ORDER DELIVERY**

### **8.1 Delivery Method**

The Delivery methods are specified on the Site when the Order is placed.

### **8.2 Delivery Address**

The Customer mentions a compliant Delivery address. The Customer is solely responsible for a delivery defect due to a lack of indication during the Order.

### **8.3 Delivery Costs**

The amount of the Delivery Costs is indicated to the Customer before the Validation of the Order.

### **8.4 Delivery Time**

The Delivery Times are available on the Site and may vary depending on the Goods availability that have been the subject of the Order as well as the place of delivery.

Delivery Times are understood in working days and correspond to the average preparation and delivery times for the Order in the Territory.

The Delivery Times run from the date of the Order Confirmation by the Seller.

### **8.5 Late Delivery**

In the event of Late Delivery, the Order is not cancelled.

CGO informs the Customer by email that the Delivery is late. The Customer may then decide to cancel the Order and will send CGO a notice of the Order cancellation by email or registered letter with acknowledgement of receipt.

In the event that the Order has not been sent by CGO upon the reception of the Customer's cancellation notice yet, the Delivery is blocked and the Customer will be reimbursed for all possibly amounts debited within fourteen days following the receipt of the cancellation notice.

### **8.6 Delivery Tracking**

The Customer can follow the process of the Order in the Site space dedicated on this purpose.

### **8.7 Order Verification on arrival**

The Customer is required to check the packaging condition as well as the Articles upon Delivery.

**It is the Customer's responsibility to make the reservations and complaints he considers necessary, or even to refuse the package, when the package is clearly damaged on Delivery. The aforesaid reservations and complaints must be sent to the carrier by registered letter with acknowledgement of receipt within three working days, not including public holidays, which follow the date of the Goods Delivery. Otherwise, the Customer deprives CGO of any means of complaint against the carrier regarding the package delivered.**

The Customer must also send a copy of this letter to the Seller. In case of no complaint within the aforementioned period, any action against the carrier in accordance with Article L. 133-3 of the French Commercial Code can be taken afterwards. The Customer must ensure that the Goods delivered to him correspond to the Order. In the event of non-compliance of the Goods in kind or in quality with the specifications mentioned in the Delivery Slip, the Customer must inform CGO by email ([contact@cgo-lemans.com](mailto:contact@cgo-lemans.com)) and send back the Goods to the address indicated in the conditions of Article 8.

## **Clause 9 – RIGHT OF WITHDRAWAL**

The Customer has a right of withdrawal which he can exercise within fourteen (14) calendar days from the day the date of receipt or withdrawal of the Order. In the event that this period expires on a Saturday, Sunday or a public holiday or non-working day, it is extended until the next working day. The Customer who wishes to exercise his right of withdrawal must return the Articles within the aforementioned period, in their original packaging, complete, new. Return costs are the Customer's responsibility. A withdrawal form is attached at the end of these E-Shop Terms and Conditions.

## **Clause 10 – GUARANTEE**

CGO is subject to the legal guarantee conditions provided for in Articles L. 211-4, L. 211-5 and L. 211-12 of the French Consumer Code and Articles 1641 and 1648 of the French Civil Code:

Art. L. 211-4 of the French Consumer Code: "The seller is required to deliver goods in accordance with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, assembly instructions or installation when this has been charged to it by the contract or has been carried out under its responsibility".

Art. L. 211-5 of the French Consumer Code: "To comply with the contract, the goods must:

1 ° Be suitable for the use usually expected of a similar good and, where applicable: - correspond to the description given by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or of model; - present the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the producer or by his representative, in particular in advertising or labeling;

2 ° Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted".

Art. L. 211-12 of the French Consumer Code: "Action resulting from lack of conformity lapses two years after delivery of the goods".

Art. 1641 of the French Civil Code: "The seller is bound by the guarantee for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use so much that the buyer would not have it, acquired, or would have given only a lower price, if he had known them".

Art. 1648 of the French Civil Code: "The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. In the case provided for by article 1642-1, the action must be brought, under penalty of foreclosure, within one year of the date on which the seller can be discharged from apparent defects or lack of conformity".

The foregoing provisions do not exclude the application of the legal guarantee against hidden defects of articles 1641 and following of the French Civil Code, in accordance with the provisions of article L. 217-4 of the French Consumer Code.

The buyer can exercise these guarantees by sending his request to:

***Claude Gasnal Organisation, SASU, located 2 Avenue d'Haouza 72100 LE MANS***

When the Buyer acts as a legal guarantee of conformity, he:

- will benefit from a period of two years from the delivery of the good to act;
- may choose between repair or replacement of the good subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;

- will be exempt from providing proof of the existence of the lack of conformity of the good during the six months following delivery of the good.

The guarantee of conformity will apply regardless of the commercial guarantee granted.

The Buyer may also decide to implement the guarantee against hidden defects of the item sold within the meaning of article 1641 of the French Civil Code and, in this case, he may choose between the termination of the sale or a reduction in the price. of sale in accordance with article 1644 of the Civil Code.

### **Clause 11 – DATA CONFIDENTIALITY**

Please note that certain information is mandatory and necessary to carry out your process. The absence of a response to a mandatory field is likely to compromise the proper follow-up of your file.

The personal information communicated and this contract are recorded in a computerized file by CGO.

We will only process or use your data to the extent that this is necessary to contact you, process your requests, create and manage your customer account, create and manage your access to our online services or carry out statistical studies.

Your personal information is kept for a period which may not exceed 1 year, unless:

- You exercise your right to delete data concerning you, under the conditions described below;
- A longer storage period is authorized or imposed by virtue of a legal or regulatory obligation.

During this period, we settle all suitable means to ensure the confidentiality and security of your personal data, so as to prevent their damage, erasure or access by unauthorized third parties.

Access to your personal data is strictly limited to our staff and, where applicable, to our subcontractors.

The subcontractors in question are subject to an obligation of confidentiality and may only use your data in accordance with our contractual provisions and applicable law.

Apart from the cases set out above, we undertake not to sell, rent, transfer or give access to third parties to your data without your prior consent, unless we are forced to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defense, etc.).

In accordance with the law "Informatique et Libertés" of January 6, 1978 as amended and European Regulation No. 2016/679 / EU of April 27, 2016 (applicable from May 25, 2018), you have the right to access, rectify, portability and erasure of your data or limitation of processing. You can also, for legitimate reasons, oppose the processing of data concerning you.

You can, subject to the production of a valid proof of identity, exercise your rights by contacting CGO on [contact@cgo-lemans.com](mailto:contact@cgo-lemans.com).

If you do not / no longer wish to receive our news and requests (by phone, SMS, post or email) and invitations, you can indicate this to us through the link reserved for this purpose, modify your choices by contacting us under the conditions mentioned above or, where applicable, by modifying the parameters of your online profile. The same applies if you do not wish to receive news, invitations or promotional offers from our partners.

For any additional information or complaint, you can contact the National Commission for Computing and Liberties (more information on [www.cnil.fr](http://www.cnil.fr)).

Finally, we inform you of the existence of the "Bloctel" telephone canvassing opposition list, on which you can subscribe (<https://conso.bloctel.fr/>).

### **Clause 12 – FORCE MAJEURE**

The performance by CGO of its obligations under this Contract will be suspended in the event of the occurrence of a fortuitous event or force majeure which would hamper or delay its performance.

CGO will notify the Customer of the occurrence of such a fortuitous event or force majeure within 15 working days from the date of occurrence of the event.

When the suspension of the performance of CGO's obligations continues for a period of more than 30 working days, the Customer has the possibility of terminating the current Order and CGO will then proceed to refund the Order under the conditions referred to in Article 7.

### **Clause 13 – INTELLECTUAL PROPERTY RIGHTS**

The 24 Heures Vélo seller's brand, as well as all figurative and non-figurative brands and more generally all other brands, illustrations, images and logos appearing on the Goods, their accessories and their packaging, whether registered or not, are and will remain the exclusive property of the Seller. Any total or partial reproduction, modification or use of these brands, illustrations, images and logos, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited. The same applies to any combination or conjunction with any other brand, symbol, logotype and more generally any distinctive sign intended to form a composite logo. The same applies to any copyright, design, model and patent which are the property of the Seller.

### **Clause 14 – NULLITY OF A CONTRACT CLAUSE**

If any of the provisions of this Contract were cancelled, this nullity would not entail the nullity of other provisions of the Contract which will remain in force between Parties.

### **Clause 15 – MODIFICATION OF THE CONTRACT**

Any amendment, termination or abandonment of any of the clauses of this Contract will only be valid after written and signed agreement between the Parties.

### **Clause 16 – INDEPENDENCE OF THE PARTIES**

Neither Parties can make a commitment in the name and / or on behalf of the other Party. Moreover, each Party remains solely responsible for its claims, commitments, services, products and personnel.

### **Clause 17 – NON-WAIVER**

The fact that one of the Parties does not prevail itself of a commitment by the other Parties to any of the obligations referred to herein, cannot be interpreted for the future as a waiver of the obligation in cause.

### **Clause 18 – NOTIFICATIONS**

All notifications to be made under this Contract will be considered as completed if they are made by registered letter with acknowledgment of receipt to the following addresses:

To the Seller: at the address of its head office located at 2 Avenue d'Haouza 72000 LE MANS;

To the Customer: to the Customer's postal address as mentioned when ordering.

### **Clause 19 – COMPLAINTS AND AMICABLE SETTLEMENT OF DISPUTES**

Under Article L. 612-1 of the French Consumer Code “Any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable termination of the dispute between him and a professional.  
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Disputes falling within the scope of Article L. 612-1 of the French Consumer Code are disputes defined in Article L. 611-1 of the French Consumer Code, namely disputes of a contractual nature, relating to on the execution of a contract of sale or supply of services, between a consumer and a professional. The text covers national disputes and cross-border disputes.

For any difficulty, we invite you to contact us beforehand or to contact our after-sales service: Claude Gasnal Organization, SASU, located 2 Avenue d'Haouza 72100 LE MANS, [contact@cgo-lemans.com](mailto:contact@cgo-lemans.com)

Only complaints relating to the Online Sale of Items will be taken into account.

In the year following your request to our services, in application of article R. 616-1 of the French Consumer Code, you can have your request examined by a mediator whose contact details will be found below, knowing that a dispute can only be examined, with some exceptions, by only one mediator:

**ATLANTIQUE MEDIATION CONSO**  
**Maison de l'Avocat**  
**5, mail du front populaire**  
**44200 NANTES**  
[consommation@atlantique-mediation.org](mailto:consommation@atlantique-mediation.org)  
[www.consommation.atlantique-mediation.org](http://www.consommation.atlantique-mediation.org)

Cross-border disputes:

European Consumer Center France:

[europe-consommateurs.eu](http://europe-consommateurs.eu)

You may, at your expense, be assisted by counsel.

### **Clause 20 – APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

The E-Shop Terms and Conditions are subject to French law.

Any dispute pertaining to their binding nature, their interpretation, their validity, and their cancellation will be put before the French courts, within the jurisdiction of Le Mans.

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**WITHDRAWAL FORM**

**(Cancellation of the registration within the 14 days following the order)**

For the attention of Claude Gasnal Organisation SASU, located at 2 Avenue d'Haouza, 72100, LE MANS, FRANCE, Tel: 00 33 (0)2 43 21 13 24, email: [contact@cgo-lemans.com](mailto:contact@cgo-lemans.com)

I / we (\*) hereby notify you that I / we (\*) withdraw my / our (\*) commitment relative to E-shop order:

Ordered on: .....

Name: .....

Address: .....

Signature of team representative:

Date:

**(\*) Delete as appropriate**