

GENERAL CONDITIONS OF SALE ARTICLE 1 - Scope of application

These General Conditions of Sale apply, without restriction or reservation to all sales concluded by the company LAPIERRE ("the Seller") to non-professional buyers ("The Customers or the Customer"), wishing to acquire the products offered for sale by the Seller ("The Products") on the "lapierrebikes.com" websites,

These General Conditions of Sale specify in particular the conditions of ordering, payment, delivery and management of possible returns of Products ordered by Customers.

The main characteristics of the Products and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the Website. The Customer is required to read it before placing any order. The choice and purchase of a Product is the sole responsibility of the Customer. The photographs and graphics presented on the Website are not contractual and cannot engage the liability of the Seller.

The Customer is required to refer to the description of each Product in order to know its essential properties and particularities. Product offers are within the limits of available stocks, as specified when placing the order.

The Seller's contact details are as follows:

LAPIERRE SAS, Rue Edmond Voisenet - BP 50573, 21005 DIJON Cedex (France)

RCS DIJON 016 650 996 (66B99)

SAS with share capital of €310,000

These General Conditions of Sale apply to the exclusion of all other conditions, and in particular those applicable to sales in stores or through other distribution and marketing channels.

These General Conditions of Sale are accessible at any time on the Website and will prevail, where applicable, over any other version or any other contradictory document. The Customer declares to have read these General Conditions of Sale and the accepted credits by checking the box provided for this purpose before implementing the online ordering procedure as well as the general conditions of use of the Website.

These General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the Website on the date the order is placed. Unless proven otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Customer.

In accordance with the Data Protection Act of January 6, 1978, the Customer has, at any time, a right of access, rectification, and opposition to all of his personal data by writing, by mail and in proving his identity, to LAPIERRE SAS, Rue Edmond Voisenet - BP 50573, 21005 DIJON Cedex (France).

Validation of the order by the Customer constitutes acceptance without restriction or reservation of these General Conditions of Sale.

The Customer acknowledges having the required capacity to contract and acquire the Products offered on the Website.

The Products presented on the Website are offered for sale for the following territories:

FRANCE, UNITED KINGDOM.

Modifications to these General Conditions of Sale are binding on users of the Website from the time they are put online.

ARTICLE 2 – Orders

It is up to the Customer to select the Products he wishes to order on the Website, according to the following conditions:

1/ Choice of items and addition to basket. The Customer is informed in real time of the availability of the product(s) he wants to order and the choice of size using the size guides available on the site.

2/ Validation of basket contents

3/ Form for creating customer contact details.

4/ Choice of delivery method and delivery location. The Customer is informed of the cost of shipping and the delivery time

5/ Verification of the order, selection of the payment method,

6/ Online payment

7/ Validation of payment

Product offers are valid as long as they are visible on the site, while stocks last.

To place an order, the Customer must follow the ordering procedure as described on the Website when ordering.

The Customer must check the completeness and conformity of the information provided when ordering, in particular concerning the delivery address and the billing address.

The Seller cannot be held responsible for possible entry errors and the resulting consequences, so that the costs incurred for reshipping the order would, in this case, be the responsibility of the Customer.

The Customer confirms his order through the electronic purchasing procedure on the Site. This confirmation from the customer materializes the sales contract between the Customer and the Seller. The sale will not be firm and final and availability and shipping times will only begin after confirmation of acceptance of the order by the LAPIERRE company has been sent to the Customer by email. The sale will only be considered final after confirmation of acceptance of the order by the Seller has been sent to the Buyer by email and after receipt by the Seller of the full price of the order. The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

The Customer will be able to follow the progress by sending “order tracking” emails generated by our system.

For any information or complaint regarding an order, the Customer can contact the after-sales service by telephone on 00 800 1946 2121 or by sending an email via the contact form on the lapierrebikes.com website.

ARTICLE 3 - Prices

The Products are supplied at the prices in effect appearing on the Website when the order is registered by the Seller. Prices are expressed in Euros, excluding tax and including tax.

The prices take into account any reductions that may be granted by the Seller on the Website.

These prices are firm and cannot be revised during their period of validity, as indicated on the Website, the Seller reserving the right, outside this period of validity, to modify the prices at any time. They do not include processing, shipping, transport and delivery costs, which are invoiced additionally, under the conditions indicated on the Website and calculated before placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

ARTICLE 4 - Payment conditions

The amount of the order is payable according to the following terms:

- by bank cards: CB, Visa, MasterCard,

- Paypal

Payment with Paypal

PayPal is a secure payment method that allows you to quickly pay for your items without sharing your banking details with seller sites.

You just need to have indicated them when creating your PayPal account. They are then encrypted and secured once and for all. If you already have a PayPal account, you can use it on our site to pay for your purchases quickly and securely. If you do not have a PayPal account, you can still choose this payment method. When paying, you are then directed to a PayPal page where you enter your banking details [and choose whether or not to create a PayPal account.

ARTICLE 5 – Deliveries

The Products ordered by the Customer will be delivered to FRANCE, SPAIN, MONACO.

Place of delivery

The ordered goods will be delivered to the LAPIERRE RESELLER selected by the Customer when placing the order.

delivery time

The products ordered on the Website will be delivered to the LAPIERRE RESELLER selected by the Customer when placing their order within 30 (thirty) days from validation of payment for the order by the Seller.

Delivery consists of the transfer to the customer of physical possession or control of the product.

The seller undertakes to make his best efforts to deliver the products ordered by the customer within the deadlines specified above. However, these deadlines are communicated for informational purposes only.

If the seller fails to deliver the products ordered within 30 days from validation of payment for his order, for any reason other than force majeure or the customer's actions, the customer may then terminate the contract by respecting the following procedure:

- initially, the customer must instruct the LAPIERRE company by registered mail with acknowledgment of receipt or by another written document on a durable medium (e-mail message for example) to make the delivery or provide the service within a reasonable additional period of time.
- it is only in the event that the seller has not complied during this new period, that the customer will be able, according to the same terms, to inform the company LAPIERRE that he is terminating the contract.

The contract is considered terminated upon receipt of the letter or writing informing the seller of this resolution, unless it was executed between the sending of the letter by the customer and its receipt.

However, the customer may immediately terminate the contract (without going through the preliminary injunction phase) in the following situations:

- when the lack of timely delivery results from a refusal by the seller to deliver;
- or when the date of delivery or performance of the service constitutes a condition for the customer essential to the contract. This notion of essential condition of the contract is assessed either with regard to the circumstances of the contract itself (purchase linked to a one-off event, such as a marriage for example), or with regard to an express request from the customer at the time of the conclusion of the contract.

CONTRACT.

In the event of termination of the contract, the sums paid by the customer will then be returned to him at the latest within 14 (fourteen) days following the date of termination of the contract, excluding any compensation or withholding.

Deliveries are ensured by an independent carrier to the address of the LAPIERRE RESELLER selected by the Customer when taking the order.

In the event of a specific request from the customer concerning the packaging or transport conditions of the products ordered, duly accepted in writing by the seller, the related costs will be subject to additional specific invoicing, based on a quote previously accepted in writing by the customer.

Collection of deliveries from the LAPIERRE DEALER

The Customer will then have 15 days from receipt of the notification to collect their purchases directly from the LAPIERRE RESELLER selected by the customer when taking the order.

In the event of an event preventing the Customer from meeting this deadline, the latter must contact Lapierre customer service as soon as possible.

Otherwise, after the 15-day period, the order will be considered canceled.

When collecting the goods, the Customer must provide identification in his or her name. If the Customer does not pick up the goods himself, the person authorized by him must present the aforementioned documents, as well as a written power of attorney signed by the Customer.

ARTICLE 6 - Transfer of ownership - Transfer of risks

The transfer of ownership of the seller's products, to the benefit of the customer, will only be carried out after full payment of the price by the latter, regardless of the delivery date of said products.

Whatever the date of transfer of ownership of the Products, the transfer of the risks of loss and deterioration relating thereto will only be carried out at the time when the Customer takes physical possession of the Products from the LAPIERRE RESELLER. The Products therefore travel at the Seller's risk.

ARTICLE 7 - Right of withdrawal

The Customer has a period of 14 (fourteen days) from receipt of the Product at the LAPIERRE RESELLER selected by him when placing the order to exercise his right of withdrawal from the Seller, without having to provide reasons. nor to pay a penalty, for the purpose of exchange or refund, provided that the Products are returned in their original packaging and in perfect condition within 14 (fourteen days) following notification to the Seller of the decision to withdraw the Customer.

This right of withdrawal is not applicable to Products manufactured according to the buyer's specifications, clearly personalized or which, due to their nature, cannot be returned or are likely to deteriorate.

Damaged, soiled or incomplete Products will not be taken back.

The Customer is free to choose the method of sending his product and to take out insurance or not in the event of loss, theft or destruction of his package. The Seller does not cover any of these costs or the cost of transport and cannot be held responsible for the non-receipt of the package when it is returned by the Customer. The Seller advises Customers to opt for tracked shipping of the package. Generally speaking, all costs and risks associated with returning the product are the responsibility of the Customer.

Only products returned complete, in perfect condition, in their original packaging and with a return number will be accepted. Otherwise, the return will be considered a non-compliant return and will not be refunded by the Seller.

The Customer can exercise his right of withdrawal by sending an email clearly indicating "the desire to benefit from his right of withdrawal" by sending it on the contact form

<https://www.lapierrebikes.com/fr-fr/nous-contacter/>

Upon receipt of the withdrawal form by the Seller, an acknowledgment of receipt on a durable medium will be immediately communicated to the Customer at the email address he has communicated.

The Customer may also notify his decision to withdraw from this contract by means of a clear and unambiguous declaration to the following address:

-by post to the address: LAPIERRE SAS, Rue Edmond Voisenet - BP 50573, 21005 DIJON Cedex
(France)

If the right of withdrawal is exercised within the aforementioned period, only the price of the Product(s) purchased and the delivery costs are refunded; return costs remaining the responsibility of the Customer.

The refund will be made within a maximum period of 14 days from receipt, by the LAPIERRE RESELLER, of the Products returned by the Customer under the conditions provided for in this article.

PROCEDURE TO BE FOLLOWED BY THE CUSTOMER FOR THE RETURN OF LAPIERRE PRODUCTS:

1) I inform the company CYCLES LAPIERRE of my desire to exercise my right of withdrawal under the conditions specified above.

2) For the return of ACCESSORIES, TEXTILES AND SPARE PARTS:

I complete the contact form indicating my decision to withdraw from this contract by means of a clear and unambiguous declaration.

ÿ I prepare my package:

- I ensure that each product is new (no trace of use), complete and in its original condition.
original package ; Damaged, soiled or incomplete products will not be taken back.

- I check that the packaging and packaging perfectly protect the products so that they arrive in good condition

- I visibly indicate my order number on my packaging box, without this order number, the company CYCLES LAPIERRE will not be able to process the refund request.

ÿ I send my package to the headquarters of the company CYCLES LAPIERRE:

- I go to the post office nearest to me to send the package.
I postage at the current rate and keep my proof of shipping.

- I ship it to CYCLES LAPIERRE – ESHOP – Rue Edmond Voisenet – BP 50573 21005 DIJON

CEDEX 3) For the return of BICYCLES:

The return of bicycles ordered on the LAPIERRE Site is made directly to the DEALER LAPIERRE selected by the Customer when placing the order by physical delivery of the VELO to LAPIERRE DEALER against signature of a delivery note

The Customer must ensure that the VELO is new (no trace of use), complete and in its original packaging; Damaged, soiled or incomplete products will not be taken back. The Customer is free to choose the method of sending his product and to take out insurance or not in the event of loss, theft or destruction of his package. The Seller does not cover any of these costs or the cost of transport, and cannot be held responsible for the non-receipt of the package when it is returned by the Customer to the LAPIERRE RESELLER. All costs and risks associated with returning the product are the responsibility of the Customer.

ARTICLE 8 - Responsibility of the Seller – Guarantee

8.1. Free LAPIERRE commercial warranty:

The products must be checked by the buyer upon delivery. Any complaint, reservation or dispute relating to missing items and apparent defects must be sent to Cycles Lapierre within **three days** of delivery. If this deadline is not respected, no dispute will be taken into account by the company Cycles Lapierre.

The buyer must provide all justification as to the reality of the defects noted.

The buyer is deemed to have received all the technical information relating to our products as well as the after-sales service return procedures.

Commercial guarantees only apply to Lapierre products purchased on our website (<https://www.lapierrebikes.com>) or from one of our authorized Lapierre resellers.

The durations of the various contractual guarantees benefit the consumer from the date of purchase of the product and from the date of delivery to our reseller.

The guarantees expressed below are only effective for the first owner of the bicycle. In no way are they transferred to subsequent buyers in the event of resale.

The company Cycles Lapierre offers a contractual guarantee on the rigid and suspended frames of its products against manufacturing or material defects for a period of **five years**.

The paint and stickers on Lapierre products are guaranteed for a period of **one year** against manufacturing defects. Color changes to paints and stickers due to UV exposure are not covered by this warranty.

When replacing a frame under warranty with another similar one but which would cause the replacement of certain parts following compatibility problems, the company Cycles Lapierre undertakes to deliver compatible parts free of charge for a period of **three years** from the date of purchase of the bicycle. Beyond this period, the cost of purchasing these parts will be borne by the buyer after acceptance of the quote.

The company Cycles Lapierre offers a **two-year** contractual guarantee on Lapierre components mounted on its products, excluding wear elements described below: braking elements, tires, inner tubes, rim strips, cables and sheaths, transmission (chain, chainrings, cassette, bottom bracket), all types of bearings, spacers, shock absorber bushings, derailleur hangers, handlebar tape or grips.

On the other hand, components from other brands mounted on Lapierre products are subject to the conditions of the manufacturers concerned who will themselves handle the processing of the guarantee.

For electric motor systems, please consult the detailed warranty conditions on the website <https://www.lapierrebikes.com>.

It should be noted that taking out a warranty on a frame or component leading to its renewal will not extend the warranty period initially defined and starting on the date of delivery to the reseller or on the date of purchase for the consumer.

Beyond the duration of the guarantees defined above, the company Cycles Lapierre will not guarantee the products in any way, subject to the applicable public order provisions.

The guarantees do not apply to products that have been used in professional practice or during competitions.

Lapierre products which have been used in rolling stock (test or rental bikes) and which are then resold by the reseller and/or rental company do not benefit from the same guarantees.

commercial. For these products, the company Cycles Lapierre offers a contractual guarantee on rigid and suspended frames against manufacturing or material defects for a period of **two years** and **one year** on Lapierre components, excluding wear elements described above. .

The warranty does not apply in the event of non-compliance with the conditions of use provided for by the product. Refer to the vehicle categories given in the user manual.

In the event of non-compliance with the maintenance and servicing recommendations, unsuitable or incorrectly carried out services or repairs by a person other than an authorized Lapierre reseller, in the event of proven negligence on the part of the user, the warranty for the product will be taken into account. will be refused.

The company Cycles Lapierre recommends the use of tear-resistant self-adhesive labels of the Paravol type in strict compliance with the manufacturer's installation rules to comply with the French law in force on compulsory marking. It therefore reserves the right to refuse the guarantee of an executive who has used other marking solutions.

In addition, the guarantees automatically cease if the buyer has undertaken, without the written approval of Cycles Lapierre, repairs or modifications to the products.

In the event of accidents or falls with the product, the mentioned guarantees do not apply. The same applies to external phenomena and elements that could degrade the product.

Lapierre warranty request:

For any warranty request, simply go to your authorized Lapierre dealer with your purchase invoice. The consumer must provide proof of the date of purchase of the product from our resellers by presenting the original invoice for the product, in their name.

The authorized Lapierre reseller will carry out an initial diagnosis and contact us with the various elements. Depending on these elements and any additional analysis of the bike or components by our technical services, the Lapierre after-sales service will decide whether or not to cover the problem under warranty.

If support is accepted, the component will be repaired or replaced with an identical or matching part. However, Cycles Lapierre cannot guarantee the constant supply of certain types of frames, certain colors or certain components.

For any warranty return, the authorized Lapierre reseller must follow the after-sales service return procedures which have been sent to them. If these are not respected, the company Cycles Lapierre reserves the right to refuse the warranty for the product. No returns with carriage due will be accepted.

No seller or distributor may modify the terms of this warranty, unless the seller or distributor replaces the warranty conditions of the Cycles Lapierre Company with its own warranty conditions on the letterhead of its Company.

VAE commercial warranty conditions

The company Cycles Lapierre guarantees for a period of **two** years the **E-Motion** and **Yamaha** motorization systems (motor, battery, display, charger) mounted on Lapierre products. The same goes for the specific "Snake" batteries used on certain Lapierre Overvolt AMI frames. The authorized Lapierre reseller must then contact the Lapierre after-sales service.

Excluded from this guarantee are Lapierre products which have been used in rolling stock (test or rental bikes) and which are then resold by the reseller and/or rental company. For these products, the company Cycles Lapierre offers a contractual guarantee on the **E-Motion**, **Yamaha** motorization systems (motor, battery, display, charger) and on the specific "Snake" batteries used on certain Lapierre Overvolt AMI frames **for one year**.

Shimano, Bosch, Fazua and Ebikemotion motor systems fitted to Lapierre products are subject to the conditions of the manufacturers concerned who will themselves handle the warranty processing. The approved Lapierre reseller must then contact the manufacturer directly.

No seller or distributor may modify the terms of this warranty, unless the seller or distributor replaces the warranty conditions of the Cycles Lapierre Company with its own warranty conditions on the letterhead of its Company.

8.2 Legal guarantee of conformity and guarantee of hidden defects

The products benefit from the legal guarantee of conformity (article L 217-4 et seq. of the Consumer Code) and the guarantee against hidden defects (article 1641 et seq. of the Civil Code). Any warranty is excluded in the event of damage of external origin or resulting from misuse, improper use, negligence or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the product.

In accordance with European Directive 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of October 25, 2011 relating to consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, the Lapierre brand cannot make any commitment regarding online sales made on the site "lapierrebikes.com" at a duration of availability of its spare parts.

The warranty conditions are defined in the warranty booklet given upon delivery of the bike.

Extract from the Consumer Code (France):

Article L217-4

The seller delivers goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery.

He is also liable for defects in conformity resulting from the packaging, assembly instructions or installation when this has been his responsibility by the contract or has been carried out under his responsibility.

Article L217-5

The property complies with the contract:

1° If it is suitable for the use usually expected of similar goods and, where applicable:

- if it corresponds to the description given by the seller and has the qualities that the latter has presented to the buyer in the form of a sample or model;
- if it presents 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 if it presents the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted.

Article L217-6

The seller is not bound by the public declarations of the producer or his representative if it is established that he did not know them and was not legitimately in a position to know them.

Article L217-7

Defects of conformity which appear within twenty-four months from delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

For goods sold second-hand, this period is set at six months.

The seller can combat this presumption if it is not compatible with the nature of the goods or the alleged lack of conformity.

Article L217-8

The buyer has the right to demand that the goods conform to the contract. He cannot, however, contest conformity by invoking a defect that he knew or could not have ignored when he contracted. The same applies when the defect originated in the materials he himself supplied.

Article L217-9

In the event of a lack of conformity, the buyer chooses between repair and replacement of the goods.

However, the seller may not proceed according to the buyer's choice if this choice results in a cost that is manifestly disproportionate with regard to the other method, taking into account the value of the goods or the importance of the defect. He is then required to proceed, unless impossible, according to the method not chosen by the buyer.

Article L217-10

If repair and replacement of the goods are impossible, the buyer may return the goods and have the price refunded or keep the goods and have part of the price refunded.

The same faculty is open to him:

1° If the solution requested, proposed or agreed pursuant to article L. 217-9 cannot be implemented within one month following the buyer's complaint;

2° Or if this solution cannot be done without major inconvenience for him taking into account the nature of the property and the use he is seeking.

However, the sale cannot be canceled if the lack of conformity is minor.

Article L217-11

The application of the provisions of articles L. 217-9 and L. 217-10 takes place without any cost for the buyer.

These same provisions do not prevent the award of damages.

Article L217-12

The action resulting from the lack of conformity is prescribed two years from the delivery of the goods.

Article L217-13

The provisions of this section do not deprive the buyer of the right to exercise the action resulting from redhibitory defects as it results from articles 1641 to 1649 of the civil code or any other action of a contractual or extra-contractual nature which is recognized to him by the law.

Article L217-14

The recourse action may be exercised by the final seller against successive sellers or intermediaries and the producer of the tangible movable property, according to the principles of the civil code. - Article 1641 of the Civil Code: The seller is required to guarantee due to hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use to such an extent that the buyer would not have acquired it, or would have only paid a lower price for it, if he had them known.

- Article 1648 paragraph 1 of the Civil Code:

Action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect.

The guarantor for defects in the item sold is SAS LAPIERRE, Rue Edmond Voisenet - BP 50573, 21005 DIJON. When acting under the legal guarantee of conformity, the customer benefits from a period of two years from the delivery of the goods to act, can choose between repair or replacement of the goods, subject to the cost conditions provided for by Article L. 217-9 of the Consumer Code, is exempt from providing proof of the existence of the lack of conformity of the goods during the 6 months following delivery of the goods. The legal guarantee of conformity applies independently of any commercial guarantee that could be granted.

The customer can decide to implement the guarantee against hidden defects in the thing sold within the meaning of article 1641 of the Civil Code and can choose between the cancellation of the sale or a reduction of the sale price in accordance with article 1644 of the Civil Code.

8.3 Return and refund conditions for defective or non-compliant products

The Customer requesting the benefit of the LAPIERRE commercial guarantee, the legal guarantee of conformity or hidden defects must then return the item within the aforementioned deadlines accompanied by an explanatory letter to:

- For textiles, accessories and spare parts, to the address of the company CYCLES LAPIERRE Rue Edmond Voisenet - BP 50573, 21005 DIJON,
- For bicycles, to the address of the LAPIERRE DEALER selected by the Customer when placing the order.

The Seller will reimburse, replace or repair Products or parts under warranty deemed non-compliant or defective.

Shipping costs will be refunded on the basis of the invoiced rate and return costs will be reimbursed upon presentation of supporting documents.

Reimbursements for Products deemed non-compliant or defective will be made as soon as possible following the Seller's discovery of the lack of conformity or hidden defect.

Reimbursement will be made using the payment method used by the customer when purchasing, unless otherwise requested by the customer.

The Seller's liability cannot be incurred in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the Product, accident or force. major.

The Seller's guarantee is, in any event, limited to the replacement or reimbursement of non-compliant or defective Products.

ARTICLE 9 - Information Technology and Freedoms

In application of law 78-17 of January 6, 1978, it is recalled that the personal data requested from the Customer are necessary for the processing of his order and the establishment of the invoices, in particular.

This data may be communicated to any partners of the Seller responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the Website has been the subject of a declaration to the CNIL.

The Customer has, in accordance with national and European regulations in force, a right of permanent access, modification, rectification and opposition with regard to information concerning him.

This right can be exercised under the conditions and according to the terms defined on the Website.

ARTICLE 10 - Intellectual property

The name "CYCLES LAPIERRE", the logos, slogans and registered or unregistered brands represented on this site are the exclusive property of the company CYCLES LAPIERRE. Any use, reproduction and/or modification made without the prior written consent of the company CYCLES LAPIERRE could constitute infringement, within the meaning of articles L. 335-2 et seq. of the Intellectual Property Code likely to give rise to the civil and criminal liability of the infringer.

The presentation and content of this site constitute, together, a work protected by the laws in force on intellectual property, of which the Company CYCLES LAPIERRE is the owner. None

reproduction and/or representation, partial or complete, cannot be made without the prior written consent of the Company CYCLES LAPIERRE.

The drawings, photographs, images, texts, animated sequences with or without sound and other documentation represented on this site are subject to industrial and/or intellectual property rights and are, depending on the case, the property of the company CYCLES LAPIERRE or of third parties having authorized limits the Company CYCLES LAPIERRE to use them.

As such, any reproduction, representation, adaptation, translation and/or modification, partial or complete, or transfer to another site is prohibited.

ARTICLE 11 - Applicable law - Language

These General Conditions of Sale and the operations resulting from them are governed and subject to French law.

In the event that these general conditions of sale are translated into one or more foreign languages, only the French text will be authentic in the event of a dispute.

ARTICLE 12 - Disputes

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been resolved between the seller and the customer will be submitted to the competent courts under the conditions of common law.

In accordance with articles L.616-1 and R.616-1 of the Consumer Code, our company has set up a consumer mediation system. The mediation entity selected is: SAS CNPM - MEDIATION – CONSUMPTION.

In the event of a dispute, the consumer can file his complaint on the site:

<http://cnpm-mediation-consommation.eu>

or by post by writing to

CNPM - MEDIATION - CONSUMPTION

27, avenue de la Libération – 42400 SAINT-CHAMOND

ARTICLE 13 - Pre-contractual information - Customer acceptance

The Customer acknowledges having been informed, prior to placing his order and concluding the contract, in a readable and understandable manner, of these General Conditions of Sale and of all the information listed in article L 121-17 of the Consumer Code and in particular the following information:

- the essential characteristics of the Product, taking into account the communication medium used and the Product concerned ;
- the price of the Products and related costs (delivery, for example);
- in the absence of immediate execution of the contract, the date or period by which the Seller undertakes to deliver the Product;

- information relating to the identity of the Seller, his postal, telephone and electronic contact details, and his activities, if they do not emerge from the context,
- information relating to legal and contractual guarantees and their implementation modalities artwork ;
- the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to the right of withdrawal (existence, conditions, deadline, methods of exercising this right and standard withdrawal form), the costs of returning the Products, the terms of termination and other important contractual conditions;
- the means of payment accepted.

The fact for a natural person (or legal entity) to order on the website www.lapierrebikes.com implies full and complete adherence and acceptance of these General Conditions of Sale and obligation to pay for the Products ordered, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Seller.

Article 14 – Pre-order on the LAPIERREBIKES.COM website

As part of a pre-order, the General Terms and Conditions apply with the exception of the following elements.

The Customer can, in certain cases, pre-order a product on the Site which is not yet available for sale in order to reserve it for the day of its official release.

Said product is then made available or delivered to the Customer under the conditions set out in the general conditions of sale available on the LAPIERREBIKES.COM website.

If, very exceptionally, the pre-order cannot be honored by LAPIERREBIKES.COM, the Customer will be fully refunded the amount paid, by bank transfer and at no additional cost to the Customer.

The date of arrival in stock communicated by the manufacturer of the product is only indicative at the time of pre-order. In certain exceptional cases there may be delays in the availability of the product beyond the control of LAPIERREBIKES.COM.

If the delay is significant, the customer will have the possibility to cancel his order by simple written request on the contact form available on the LAPIERREBIKES.COM website: [https://www.lapierrebikes.com/fr-fr/nous-contacter /](https://www.lapierrebikes.com/fr-fr/nous-contacter/)

When pre-ordering a product on LAPIERREBIKES.COM, payment methods by credit card and bank transfer will only be authorized. Any pre-orders made with ONEY or Paypal will not be taken into account and cannot be honored. These will be canceled through ONEY or Paypal and a full refund of the amounts will be made.

As part of the "AIRCODE X LAPIERRE PRE-ORDER" pre-order, only the stores below will be available for delivery of the product:

Lapierre Experience Center 21

Lapierre Besançon 25

Mondovelo Le Mans 72

Blagnac 31 Bike Culture

Dvelos Annecy 73

Dvelos Aix les Bains 73

Dvelos Chambéry 73

Culture Cycling Nancy 54

Cycling Culture Clermont-Ferrand 63

Cycling Montpellier 34

Ghidini Cycles 92

Cycling Culture Let's be 07

Cycling Culture Caen 14

If the wrong store is selected, LAPIERREBIKES.COM customer service reserves the right to modify the selected location by selecting the closest store from the list above.

The "AIRCODE

Following the sale of 5 pre-ordered bikes online on LAPIERREBIKES.COM, the AIRCODE X LAPIERRE will be available to order from the list of resellers above.

A personalized call will be made by LAPIERREBIKES.COM customer service to confirm and validate the following steps of the Pre-order within a maximum of 24 hours.

Bikes pre-ordered on the LAPIERREBIKES.COM website will be shipped once in stock when payments for the remaining amounts due are honored by bank transfer.