

Terms of Use and Sales

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1. KSV presentation and purpose

Company name: KSV - KiteSurf Voilier

Legal status and capital: Microentreprise

Manager : Sébastien Veniard

Headquarters : 14, rue Condorcet 31400 Toulouse - France

Phone : +0033 (0)6.64.74.45.82

E-mail : contact@kitesurfvoilier.fr

Site web : kitesurfvoilier.fr

Siret : 328 090 410 00015

CNIL ref : 1926227

Host:

OVH : 2 rue Kellermann - 59100 Roubaix - France.

Conception and production:

Design : Monsieur Vincent - www.monsieur-vincent.com

Production : Artwork Media - www.artworkmedia.fr

Object :

The present sales conditions are to define the contractual relationship between KSV and the buyer and conditions applicable to all purchases made through the merchant site KSV. The acquisition of a product through this site implies a general acceptance by the purchaser of these conditions of sale.

These conditions shall prevail over any other general or special conditions not specifically approved by KSV. KSV reserves the right to modify terms and conditions at any time. In this case, the applicable conditions are those in effect on the date of the order by the buyer.

The general conditions of sale apply exclusively present to individual customers wishing to purchase on kitesurfvoilier.fr website.

2. The offer

The products offered are those listed in the catalog published on the website of KSV. These products and services are offered within the limits of available stocks.

The photographs in the catalog are as accurate as possible but can not ensure a perfect similarity with the product offered.

3. Order Confirmation

The buyer, who wishes to buy a product or service must:

- Fill in the form of identification which show all the required or will connect to his account details if it has one.
- Complete the on-line order form giving all the references of selected products or services.
- Validate the order after reviewing it.
- Make payment as provided.
- Confirm the order and payment. The confirmation of the order implies acceptance of these terms of sale, recognition of having perfect knowledge and waiver of its own conditions of purchase or other conditions. The All data recorded and confirmed valid proof of the transaction. Confirmation will be worth signing and acceptance of transactions. The seller will email confirmation of the recorded order.

4. Price

The prices listed in the catalog are final prices in euros taking into account the VAT applicable on the date of the order; any rate change will be reflected in product prices. KSV reserves to change prices at any time, except that the prices listed in the catalog on the day of the order will only apply to the buyer. Prices shown in articles descriptions do not include freight and delivery cost that will be added for deserved geographical areas (See 6.Delivery)

5. Payment

- By credit card via Paypal :

Payments made by credit card will be made through the secured Paypal system. At the request of the buyer, it will be sent a paper invoice showing VAT.

Application of the general conditions of use PayPal. In case of return, the PayPal transaction fees will be deducted.

- By PayPal transfer :

To use this payment method, you must have an account with the PayPal company. If paying by PayPal, which are the general conditions of use PayPal apply. In case of return, the PayPal transaction fees will be deducted.

- By international bank transfer :

Upon validation of the order, you will receive our bank details (displayed on the packing order online + e-mail), you will then have a period of 7 days to submit your transfer. Seven days on average are necessary for the issuance of a transfer, therefore: Past 15 days after issuance of the order without receiving your transfer, the order will be cancelled.

Payment default:

KSV reserves the right to refuse delivery or to deliver an order from a consumer who has not fully paid or a previous order or with whom a payment dispute is being administered. Under the Data Protection Act of January 6, 1978 you have at any time a right of access, rectification, and opposition to all your personal data.

6. Delivery

Deliveries are made to the address specified in the order that can only be in the agreed area. The risks are borne by the purchaser at the time the goods have left the premises of KSV. In case of damage during transportation, complain must be made with the carrier within three days of delivery. Delivery times are only given as an indication; if they exceed thirty days from the order, the sales contract could be terminated and the buyer refund.

Delivery method: La Poste company services.

You can track your package on www.laposte.fr live, thanks to the mail you receive at the shipment of your package. If you are absent upon delivery of your package, you can withdraw it at the nearest post office to you with a piece of identification. If you see the delivery the package you receive is opened or damaged, absolutely wear reserves with your mail man or your post office clearly in writing on the receipt "damaged package - expressed reservations" where you have to sign.

KSV reserves the right to increase postage at any time for an article or a specific destination.

7. Returns and refunds

The buyers, non-professional individuals, qualify for a withdrawal period of fourteen days from the delivery of their order to return the product to the seller for exchange, credit or refund without penalty, except the cost of return .

To return your item, first send an email with the reference of your order and the reason for return to contact@kitesurfvoilier.fr. Waiting to receive a return mail client, which is sent to you within 48 hours.

Your article may be exchanged or refunded only to the extent that it is not damaged in any way. KSV reserves the right to refuse any exchange or refund if the product received is improper.

8. Guarantees

All products supplied by the seller have the legal guarantee provided by Article 1641 of the French Civil Code. In case of non-compliance of a product sold, it can be returned to the vendor who will take it back, exchange or refund. All claims, requests for exchange or refund must be made by post to the following address: 14, rue Condorcet 31400 Toulouse - France within thirty days of delivery.

9. Disputes

This contract is subject to French law. KSV can not be held liable for damages of any kind, neither material nor personal injury, which could result from a malfunction or improper use of sold products. It is the same for any changes resulting from product manufacturers. Responsibility for KSV will be, in any event, limited to the amount of the order and can not

be blamed for simple errors or omissions that may occur despite all precautions taken in presenting the products.

In case of difficulties in implementing this contract, the buyer has the option, before any legal action to seek an amicable solution with the help: a professional association in the industry, an association of consumer or other counsel of his choice. It is recalled that the search for an amicable solution does not "promptly" of the legal guarantee, nor the duration of the contractual guarantee. It is recalled that in general and subject to the discretion of the courts, respect the provisions of this contract relating to the contractual guarantee assumes that the buyer honour its financial commitments to the seller.

Claims or disputes will always be received with attentive benevolence, good faith is always presumed in those who took the trouble to explain his situation. In case of dispute, the customer should first contact the company to obtain an amicable solution.

Otherwise, the Tribunal de Commerce de Toulouse (31) has exclusive jurisdiction, regardless of delivery location and method of accepted payment.

10. Responsibility

WARNING:

DO NOT USE THIS PRODUCT UNLESS YOU HAVE READ AND UNDERSTAND ALL PROVIDED INSTRUCTIONS AND WARNINGS FOR YOUR SAFETY AND PROTECTION. THIS INFORMATION CAN BE CHANGED AT ANY TIME. PLEASE VISIT OUR WEBSITE: KITESURFVOILIER.FR FOR UPDATES.

IF YOU ARE UNDER 18 YEARS OLD, YOU DO READ THESE WARNINGS AND INSTRUCTIONS TO YOUR PARENT OR GUARDIAN AND SHOULD NOT USE THIS PRODUCT THAT UNDER THE GUIDANCE AND SUPERVISION OF SUCH A PERSON.

Use of this product, lied to kite use, may expose you to many dangers and get you to take risks as inevitable as unpredictable. The suppliers of this product accept no liability for damage caused or personal injury as a result of improper use despite warnings and instructions provided to ensure your safety, abuse or irresponsible use of this product.

Kite-boarding is an extreme sport. Power kites, their lines and control systems can cause serious accidents and are to be handled with care. We highly recommend, especially if you are a beginner, to take courses in an approved school.

Pay close attention to people around you. Do not use your kite near power lines, airports or streets, and stay away from people and obstacles. Choose always fly in an open area, ask about the wind conditions and weather forecasts, and be especially careful with offshore winds or strong winds. Do not go on the water as you do not control your kite on land. Take time to familiarize yourself with how it works and remember that you are responsible. As you learn, do not exceed your limits. If you intend to go to the water, put a life jacket or a buoyancy aid and do not stay permanently attached to the kite. The kite should in no case be used as a flying device or floating cushion.

YOU MUST NEVER ATTACH YOURSELF TO A FIXED POINT (ON LAND OR SEA) WHILE FLYING YOUR KITE CONNECTED TO YOUR HARNESS.

The seller, in the on-line sales process is only bound by an obligation of means; his liability can not be held for damages resulting from the use of the Internet such as data loss, intrusion, viruses, break service, or other unintended problems.

Intellectual property: All elements of the site are and remain the exclusive intellectual property of KSV.

Nobody is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the site they are software, visual or sound.

11. Personal data

According to the law relating to data, files and freedoms of January 6, 1978, the name information of buyers may be subject to automated processing. KSV agrees not to transmit this information without prior agreement from the buyer.

Buyers may object to the disclosure of their details by notifying KSV. Similarly, users have a right to access and correct data concerning them, according to the law of January 6, 1978. The processing of information, including management of email addresses of site users was the subject of a declaration to the CNIL on 01/02/2016 registered under the number 1926227.

Cookies

The cookie files used by our site have two purposes:

- Save your preferences or temporarily selections during your visit.
- Allow us to build site usage statistics.

These statistics do not contain any personal data.

There is no risk to accept cookies this site.

They contain only anonymous identification number.

They can not be executed as code or carry viruses.

12. Archiving, evidence

KSV will archive purchase orders and invoices on a reliable and durable as a true copy in accordance with article 1348 of the Civil Code. The records of KSV will be considered by the parties as proof of communications, orders, payments and transactions between the parties.