



GENERAL CONDITIONS OF SALE

Last updated 27/10/2020 Download [the PDF version](#)

1. Purpose of the general conditions

The purpose of these general conditions (hereinafter “GC”) is to establish the general terms and conditions according to which CAPUCE SA (hereinafter the “Seller”), a shoe retailer, sells to a consumer client (hereinafter the “Customer”) one or more product(s), as described in the Order (hereinafter the “Product(s)”).

2. Documents comprising the Contract

The Contract governing the contractual relations between the Parties (hereinafter the “Contract”) is composed of the following contractual documents:

- The Order
- These General Conditions of Sale (GCS)

3. Formation of the Contract

The Products selected by the Customer are those specified in the Order placed on the Seller’s website at the following address (hereinafter the “Website”): <https://www.paraboot.com>

It is specified that Orders placed online by the Customer via the Website constitute contracts entered into remotely, according to [Article L. 221-1 of the French Consumer Code](#).

The Customer acknowledges that he/she has read the content of this Contract, before entering into it, which provides the compulsory pre-contractual information provided for in [Article L. 221-5 of the French Consumer Code](#).

The Customer agrees to receive a copy of this Contract electronically.

The Stages of the Order are as follows:

- 1 From the product page by selecting the desired size as well as the quantities.
- 2 By clicking on the “Add to Basket” button.
- 3 By clicking on “Proceed to Checkout” in the order summary.
- 4 By clicking on the basket at the top right, you can change your selection.
- 5 By clicking on “Buy”.
- 6 By entering the delivery and billing information (surname, given name, email, mobile phone, postal address). The address information provided by the Customer determines the amount of any delivery fees.
- 7 By selecting the payment method: credit or debit card, PayPal, American Express, Sofort or Bancontact.
- 8 By reading and accepting, by ticking a box, these General Conditions and the Personal Data Use Policy.

9 By making the payment according to the conditions indicated on the Website.

Until the payment stage, the Customer may change the Order, in particular any mistakes made when entering data, by returning to the previous screens.

Final acceptance of the Order therefore occurs when paying for the Order.

Confirmation of the Order placed is provided on the Website after payment is confirmed. The Order confirmation includes a summary of the contents of the Order, the Order number and date, the Order amount, as well as the Customer's delivery address.

The Order confirmation is sent simultaneously by email to the Customer at the given address.

The Seller reserves the right to reject an Order, particularly in the event of suspected fraud or proven fraud (fraudulent personal details, etc.).

4. Conditions applicable to the Products

4.1 Product availability

When an Order is placed, the Seller undertakes to make every effort to provide the Customer with information concerning the availability of various Products. In the event of unavailability after an Order is placed, the Customer will be informed as soon as possible by email and will be fully reimbursed for all costs incurred at the time of the Order.

4.2 Place of delivery – Delivery fees

Products are delivered to the delivery address provided by the Customer or to a pickup point. The delivery address may be different from the billing address. Possible geographical delivery zones and pickup points are those indicated on the Website on the Order date.

4.3 Delivery times

The Products sold to the Customer are delivered within the time frames indicated at the time of the Order. The Seller undertakes to adhere to the agreed delivery times, it being specified that the maximum delivery time for Products once an Order is approved is 30 working days. In the event that a significant delivery delay is known to the Seller, the Customer will be informed by email.

4.4 Checking of Products upon receipt – After-sales service

The Customer undertakes to check the Product(s) at the time of receipt and to mention any concerns upon delivery, particularly in the event of damaged packaging or non-conformity of the Order. The Customer notifies the Seller of his/her concerns regarding the Product(s) delivered within a maximum of five (5) working days following the date on which the Product(s) are received by contacting customer service at the following address: service@paraboot.com

The Seller undertakes to reimburse the Customer, apply a discount or issue a credit note valid for one year if, after checking, a complaint made in the prescribed manner and within the prescribed deadline, proves to be well-founded.

4.5 Questions

For any information concerning the status of an Order or for any questions, Customers may contact customer service either by telephone on 04 76 93 88 00 (cost of a local call from a landline), this service is available

from Monday to Friday from 8.30am to 12.30pm and from 1.30pm to 5pm (closed Saturdays, Sundays and bank holidays), or by email: service@paraboot.com

4.6 Guarantee covering Product(s) sold applicable to French Customers or those residing in France

French Customers or those residing in France benefit from the legal conformity guarantee pursuant to Articles L. 217-4 to L. 217-13 of the French Consumer Code and the hidden defects guarantee pursuant to Articles 1641 to 1648 and 2232 of the French Civil Code.

Article L. 217-4 of the French Consumer Code

The Seller delivers a product in conformity with the contract and responds to any conformity faults that exist at the time of delivery.

The Seller also responds to any conformity faults resulting from packaging, assembly or set-up instructions, when it was responsible for this under the contract or when this was carried out under its responsibility.

Article L. 217-5 of the French Consumer Code

The product conforms to the contract:

1 If it is fit for the purpose usually expected of a similar product and, where applicable:

- if it matches the description provided by the Seller and has the properties the Seller presented to the buyer in the form of a sample or model;
- if it has the properties a buyer can legitimately expect based on the public representations made by the Seller, the producer or by its representative, particularly in advertisements or labels;

2 Or if it has the features defined by common agreement by the parties or is fit for any special use sought by the buyer, which has been notified to and accepted by the Seller.

Article L. 217-12 of the French Consumer Code

Actions resulting from non-conformity are limited to two years from delivery of the product.

Article L. 217-16 of the French Consumer Code

When the buyer asks the Seller for a repair covered by the guarantee during the period of the commercial guarantee granted when the movable good was purchased or repaired, any period of immobilisation of at least seven days is added to the remaining period of the guarantee.

This period starts when the purchaser requests action or makes the product in question available for repair, if this postdates the request for action.

Article 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 purpose for which it is intended, or which restrict this purpose to such an extent that the buyer would not have purchased it, or would only have paid a lower price, if it had known this.

Article 1644 of the French Civil Code

In the case of Articles 1641 and 1643, the buyer can choose between returning the item and being reimbursed for the price, or keeping the item and receiving a partial refund of the price.

Article 1646 of the French Civil Code

If the Seller was unaware of the defects in the item, it shall only be bound to refund the price and to reimburse the buyer for the costs incurred by the sale.

Article 1648 of the French Civil Code

Actions resulting from redhibitory defects must be brought by the buyer within a period of two years from the discovery of the defect.

The Customer has two (2) years to exercise either of these guarantees. For non-conformity, the period starts from the delivery of the Product. For hidden defects, the period starts from the discovery of the defect.

If the obvious defect, non-conformity or hidden defect in the item, as declared by the Consumer Client, is recognised following an expert assessment, where applicable, the Seller may repair or replace the Product free of charge. In the event that it is impossible to repair or replace the Product, the Seller will reserve the right to reimburse the Customer at its expense.

The Customer is informed that spare parts for the Product(s) are available for a period of 2 years on the market.

The Seller may not, however, be held liable for the incorrect use, incorrect care and/or the intensive use that the Customer may make of the Products.

5. Conditions applicable to the right of withdrawal

5.1 Existence of the right of withdrawal

The Customer benefits from a withdrawal period of 14 calendar days without having to provide a reason or pay a penalty.

For the sale of Products, the period starts from the day following receipt of the Product and is extended until the 1st working day if the period expires on a Saturday or Sunday.

The right of withdrawal applies exclusively to unaltered products in new condition. Thus, any use of the product altering its new condition thereafter prevents the right of withdrawal from being exercised.

5.2 Exercising the right of withdrawal

The Customer may use the withdrawal form below, but this is not compulsory. In order to comply with the withdrawal deadline, the Customer must simply write to the following email address before the deadline passes, making known his/her intention to withdraw: service@paraboot.com

The Customer may also complete the return form, available in the Customer's account, by clicking on the relevant Order number in the order history.

Model withdrawal form that the Customer may use (not compulsory)

For the attention of CAPUCE SA:

I hereby inform you of my withdrawal request concerning Order no. _____ received on _____

Reference of item to be returned

Description of item to be returned

Size of item to be returned

Customer name _____

Customer address _____

Email _____

Date _____

Signature (only in the event that this form is sent as a hard copy) _____

The Customer must return the Product(s), without excessive delay, and in any event no later than 14 days following the electronic withdrawal notice sent to CAPUCE SA at the following address: 65 rue des Tuilliers 38430 Saint-Jean-de-Moirans, France, at his/her own expense and risk, in its original packaging, along with all the items with which it was delivered to the Customer, as well as the following documents. The Customer must indicate the following on the package: "E-COMMERCE RETURN"

Return postage for the Product(s) shall be paid for by the Customer for deliveries in Belgium and Luxembourg. In other cases, return postage shall be paid for by the Seller. Customer service will provide the Customer with a Chronopost label to attach to the package, which must be dropped off at a parcel pickup point.

The Customer is able to choose a delivery method him/herself. The Customer will then cover all of the return postage for this chosen delivery method.

If the Product is intact, the Seller will reimburse the Customer for all amounts paid (including delivery fees), minus any return postage for deliveries in Belgium or Luxembourg, no later than 14 days following receipt of the Product(s) returned by the Customer, using the same payment method as the payment, unless the Customer expressly requests another payment method.

6. Financial conditions

6.1 Product prices

Current Product prices are those indicated on the Website at the time of the Order.

Depending on the language selected by the Customer, prices are given in Euros/Pounds Stirling/Japanese Yen/South Korean Won on the Product pages. However, at the time of payment the price is given in Euros.

Except in certain cases, prices are VAT inclusive. Prices excluding taxes and including all taxes are given at the time of the Order. Any changes to taxes and fees will in principle be passed on to the Customer.

Delivery fees may apply depending on the delivery zone requested. The Customer is informed of these fees at the time of the Order.

The Seller also reserves the right to offer preferential rates. The conditions and duration of these benefits will be indicated on the Website or communicated to the Customer.

6.2 Potential customs duty and taxes for the Products

When the Customer orders Products to be delivered to French Overseas Departments or outside the European Union, he/she is considered to be the importer of the Products. As such, the Customer must comply with all the laws and regulations of the country in which he/she receives the Products. The Customer may be subject to duties and import taxes, which are collected when the package arrives at its destination.

Unless otherwise indicated at the time of the Order, the Seller pays any customs duty and taxes applicable to the Products.

6.3 Payment of the price

Product prices are payable in full at the time of the Order. Payments may be made by credit or debit card, PayPal, American Express, Sofort and Bancontact. Depending on the country concerned, other payment methods are made available on the Website.

The Customer will not be debited until the Product(s) in the Order are dispatched.

6.4 Electronic invoices

The Customer is informed and agrees to receive the invoice corresponding to his/her Order by email.

6.5 Late payment

In the event of late payment, late penalties calculated on the basis of the legal interest rate will be applied after a formal notice is sent and is not successful within 15 days of receipt.

7. Conditions of use and care of the Products

The Customer undertakes to take note of and adhere to the conditions of use of the Products, which are available on the Website. Instructions including care advice are given to the Customer at the time the Product(s) are delivered.

The Seller may not, however, be held liable for the incorrect use, incorrect care and/or the intensive use that the Customer may make of the Products.

The Customer shall refrain from reselling the Product(s) ordered and undertakes to use them for strictly personal use.

8. Intellectual property

The Seller holds the intellectual property rights to the Product(s) sold to the Customer, and to the Paraboot and Galibier brands in particular.

The Customer acknowledges that this document confers upon him/her no intellectual property rights to the Products. The sale of the Products under the conditions provided for in this document may not be interpreted as the transfer of any intellectual property right, as defined in the French Intellectual Property Code.

The Customer undertakes not to infringe upon the Seller's intellectual property rights in any way whatsoever and not to carry out any actions liable to result in the counterfeiting of all or part of any component or part of the Products.

The Customer is informed of the fact that failure to comply with these provisions exposes him/her to legal action (unfair competition, counterfeiting, etc.).

9. Force majeure

The Seller may not be held liable for any delay or failure in the performance of any one of its obligations under this Contract, or of an Order taken pursuant to this Contract, if the aforementioned delay or failure is due to the occurrence of an event of force majeure normally recognised by the case law of the French courts and tribunals.

Notwithstanding the events of force majeure normally recognised by the case law of the French courts and tribunals, by express agreement between the Parties the following are considered as events of force majeure: acts of terrorism, wars, total or partial strikes and lock-outs of third-party businesses impacting on the service, bad weather, epidemics, blockage of traffic routes, means of transport or supply for any reason whatsoever, pandemics, earthquakes, fires, storms, floods, water damage, government or legal restrictions, legal or regulatory changes to forms of marketing and the blockage of telecommunications (France Télécom networks or technical hubs).

A Customer wishing to invoke an event of force majeure must notify the Seller of this by registered letter with acknowledgement of receipt as soon as possible once he/she becomes aware of such an event. As soon as the effects resulting from the event of force majeure invoked have disappeared, the Seller shall inform the Customer without delay, by any means, and shall immediately resume performance of its obligation.

In the event that the effects resulting from the event constituting a case of force majeure persist for more than one (1) month, the Parties agree that this Contract may be terminated automatically at the initiative of the first Party to take action, by registered letter with acknowledgement of receipt.

10. Subcontracting/Assignment

The Customer gives the Seller general permission to subcontract all or part of the services to any service provider of its choice.

In any event, the Seller shall remain liable with regard to the Customer for the correct performance of the contract and of the services by the subcontractor to which it has recourse.

The Seller is also authorised to assign the Contract to any assignee of its choice. In the event that this Contract is assigned by the Seller, the Customer agrees that the Seller shall not be held jointly and severally liable for the correct performance of the Contract by the assignee.

Any assignment, subrogation, substitution or any other form of transfer of this Contract by the Customer is prohibited without the prior written agreement of the Seller.

11. Liability

Pursuant to current legal provisions, the Seller is liable with regard to the Customer, by operation of law, for the correct performance of the obligations arising from a Contract entered into remotely. However, it may claim exemption from all or part of its liability by providing proof that the non-performance or the incorrect performance of the Contract is attributable either to the Customer or to the unforeseeable and insurmountable fault of a third party to the Contract, or to an event of force majeure.

The Customer alone is liable for the choices he/she makes. Thus, the Parties agree that the Seller may not be held liable due to the unsuitability of a Product for the needs of the Customer.

Furthermore, the Seller is only liable for the services for which it is expressly made responsible within the context of this Contract.

The Seller is not liable for any resulting damages related to the communication network or failures in the Customer's internet access.

Finally, the Seller may only be held liable for the direct damages attributable to it for the performance or non-performance, even partial, of its obligations under the Contract, it being specified that indirect damages are excluded.

Thus, the Seller may not be held liable for any indirect damage, loss of opportunity, loss of data, damage to image or any other special damage or events beyond its control or for any fact not attributable to it.

By express agreement between the Parties, and in the absence of proven failure to perform, the Seller's liability is limited, including all direct damages, to the amount of €2,000.

12. Termination for failure to perform

In the event of failure by a Party to perform one of its obligations under this Contract, the other Party shall have the right, 30 days following formal notice sent by registered letter with acknowledgement of receipt that has gone unheeded, to terminate this Contract automatically without prejudice to any damages it may claim as a result of the failures invoked.

13. Agreement on proof

The Customer acknowledges the validity and evidential value of the electronic exchanges and recordings made by the Seller and accepts that the said recordings receive the same evidential value as a written document signed by hand. All data and computerised or digital files recorded on the Website, and more generally on the Seller's computer infrastructure, will be considered as proof of the facts to which they relate.

14. Personal data

Within the context of the Contract, the Seller may be required to process the Customer's personal data. Rules concerning the protection of personal data are provided for in the privacy policy [available here](#).

15. Various provisions

Each of the clauses of this Contract must be interpreted, insofar as possible, in such a way that it is validated with regard to the law applicable to it. If one of the stipulations of this Contract proves to be illegal, null and void or unenforceable by any competent court or administrative authority under the terms of an enforceable judgment, this stipulation shall be deemed never to have existed, without changing the validity of the other stipulations, and shall be replaced by a valid stipulation of equivalent effect, which the Parties undertake to negotiate in good faith, and such as the Parties would have agreed upon had they known the illegality, nullity or unenforceability of the said stipulation.

The fact that a Party does not avail itself of any provision of this Contract shall in no event be construed as a waiver of its right to require that each of its clauses and conditions be adhered to.

16. Applicable law – Competent courts

The French version of these General Conditions is authentic and takes precedence over any other version written in a foreign language.

The Contract is governed by French law.

Pursuant to Articles L. 611-1 et seq. of the French Consumer Code, the Consumer Client has the right to have recourse free of charge (with the exception of any legal and expert fees) to a consumer mediator with a view to the amicable resolution of a dispute between it and the Seller.

The Seller adheres to the e-commerce mediation department of the FEVAD (Fédération du e-commerce et de la vente à distance) [Federation of e-commerce and distance selling], whose contact details are as follows: 60 Rue La Boétie – 75008 Paris –<http://www.mediateurfevad.fr>.

Following a preliminary written request by the Consumer to the Seller’s customer service department that has not been successful, the mediation department may be contacted for any consumer disputes that have not been settled.

The European Commission’s online amicable dispute resolution platform has been open to the public since 15 February 2016. Any consumer encountering a dispute with a company located within the territory of the Union is able to file a request for mediation through this European platform. The Customer may also refer to the European Commission website dedicated to consumer mediation:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

In the event of a dispute with a Customer that has not been settled amicably, express jurisdiction is attributed to the court of the defendant’s place of residence, pursuant to Article 42 of the French Civil Procedure Code, or, at the latter’s choice, the place of actual delivery of the Product sold, or the place of the performance of the services, pursuant to Article 46 of the French Civil Procedure Code.