



GENERAL TERMS AND CONDITIONS OF SALE

Last updated on 3 March 2026 - Download [the pdf version](#)

1. Purpose of the General Terms and Conditions

The purpose of these general terms and conditions (hereinafter “GTS”) 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)").

For orders delivered in France and Belgium, the following articles of these GTS apply.

For orders delivered to another country, the Customer is redirected to the payment interface of our partner Global-e, which acts as the official seller (“Merchant of Record”). The sales contract is then concluded between the Customer and Global-e, and Global-e's General Terms and Conditions of Sale apply:

<https://www.global-e.com/tos-fr>

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 Terms and Conditions of Sale (GTS)

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 they have 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 “Confirm Order” in the order summary.
4. By clicking on the basket at the top right, you can change your selection.
5. By entering the delivery and billing information (full name, email, mobile phone, postal address). The address information provided by the Customer determines the amount of any delivery fees.
6. By selecting the payment method: credit or debit card, PayPal, American Express, Sofort, Bancontact, iDeal and Multibanco.
7. By making the payment according to the conditions indicated on the Website.
8. By clicking on “Order”.

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 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 shall notify 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 time frame, 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 +33 4 85 40 00 38 (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 legal guarantees

All Customers benefit from the hidden defects guarantee pursuant to Articles 1641 to 1648 and 2232 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 use to such an extent that the buyer would not have purchased it, or would only have paid a lower price, if they had known this.

The Seller is not responsible for apparent defects that the buyer could have discovered on their own.

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.

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

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

The consumer Customer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the non-conformity and not the date it appeared.

If the sales contract for the product includes the supply of digital content or a digital service on a continuous basis for more than two years, the legal guarantee applies to this digital content or digital service for the entire intended duration of supply. During this period, the consumer is only required to establish the existence of the non-conformity affecting the digital content or service, and not the date it appeared.

The legal guarantee of conformity entails an obligation for the seller, where applicable, to provide all updates necessary to maintain the conformity of the goods.

Under the legal guarantee of conformity, the consumer has the right to the repair or the replacement of the product within thirty days following their request, free of charge and without significant inconvenience to them.

If the item is repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests a repair but the seller insists on a replacement, the legal guarantee of conformity is renewed for a period of two years from the date the product is replaced.

The consumer can obtain a reduction in the purchase price and keep the product, or terminate the contract by returning the product with a full refund, if:

1. The seller refuses to repair or replace the goods;
2. The repair or replacement of the goods takes place after a period of thirty days;
3. The repair or replacement of the goods causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-conforming goods, or if they bear the costs of installing the repaired or replacement goods;
4. The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a price reduction on the goods or termination of the contract when the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. The consumer is therefore not required to request the repair or replacement of the goods beforehand.

The consumer is not entitled to terminate the sale if the non-conformity is minor.

Any period during which the goods are immobilised whilst awaiting repair or replacement suspends the remaining period of the guarantee until the goods are returned in good order.

The rights stated above arise from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under Articles 1641 to 1649 of the French Civil Code, valid for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if they keep the item, or a full refund if they decide to return it.

Legal guarantees do not cover:

- a mismatch between the Product and the Customer's needs
- improper use/installation or use/installation not in accordance with the intended purpose
- an alteration of the Product
- poor maintenance or storage of the product
- normal wear and tear of the Product

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

Existence of the right of withdrawal

You have the right to withdraw from this contract without providing any reason within the legal period of 14 days.

The withdrawal period expires 14 days after the delivery date of the order.

To exercise your right of withdrawal, you must notify us of your decision to withdraw from this contract by means of a clearly worded statement (e.g., a letter sent by post or email). You may use the withdrawal form template, but this is not compulsory.

In order to comply with the withdrawal deadline, simply send your communication regarding the exercise of your right of withdrawal before the withdrawal period has expired.

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.

Exercising the right of withdrawal

The Customer may use the withdrawal form template below, but this is not compulsory. The Customer may also withdraw through their customer account under the "My purchases and returns" section, or by contacting us at: CAPUCE SA 65 rue des Tuileries 38430 Saint Jean de Moirans – by email: service@paraboot.com – or via the form on the Website by clicking [here](#)

In order to comply with the withdrawal deadline, the Customer must simply give written notice of their intention to withdraw before the deadline passes

Model withdrawal form that the Customer may use (not compulsory) For the attention of the Seller, CAPUCE SA, 65 rue des Tuiliers 38430 Saint Jean de Moirans France – service@paraboot.com: I hereby inform you of my withdrawal request concerning Order no. _____ received on _____ Product reference of the Product to be returned _____ Customer name _____ Customer address _____ Email _____ Date _____ Signature (only in the event that this form is sent as a hard copy) _____
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Return process

The Customer must return the Product(s), without excessive delay, and in any event no later than 31 days following the electronic withdrawal notice sent to the Seller at the following address: CAPUCE SA 65 rue des Tuiliers 38430 Saint-Jean-de-Moirans, France, 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: "ORDER RETURN"

Customer service will provide the Customer with a return label to attach to the package, which must be dropped off at a pickup point.

Effects of withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except for any additional charges resulting, where applicable, from you selecting a delivery method other than the least expensive standard delivery offered by us), without excessive delay, and in any event no later than fourteen days from the day we are informed of your decision to withdraw from this contract. We will then proceed with the refund using the same payment method you used for the initial transaction, unless you expressly agree to a different method; in any case, this refund will not incur any fees for you.

The Customer also has the option to request a credit note rather than a refund.

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 Sterling/American Dollars/Japanese Yen 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, they are 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 they receive 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, American Express, Sofort, Bancontact, iDeal and Multibanco. Depending on the country concerned, other payment methods may be made available on the Website. The Customer will not be debited until their Order is confirmed.

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 has been unsuccessful within 15 days of receipt.

7. Product repair services

The Seller offers a product repair service via the Website for Products purchased from the Website or through an approved retailer, whether or not the Products are under warranty.

The Customer must submit a repair request by using one of the specific forms available on the Seller's website.

The Customer should choose the appropriate form depending on the Product's cover: For Products covered by the legal guarantee, the Customer must fill in the expertise request form. The repair is free of charge if the defect relates exclusively to one or more Product manufacturing defects recognised by the Seller. The form must include a description of the defect observed, clear photographs of the Product, and the Customer's address.

For out-of-warranty products, the Customer must fill in the repair request form. In this case, the Customer will be charged for the repair. Once the Customer has filled in the form, they will receive a quote for the repair which must be paid in order to confirm their request. This form also includes the description of the desired repair, photographs of the Product, and the Customer's address and personal details required for processing the request.

On receipt of the request, the Seller's customer service department will review it to ensure it is compliant.

-If the request is compliant, the Seller will prepare for repairing the Product by providing the Customer with a DHL shipping label to attach to the parcel, which must then be dropped off at a parcel pickup point. The Seller undertakes to process repairs as quickly as possible after receiving the Product and confirming the defect indicated.

-If the request is not compliant, the repair will be refused, and no shipping label will be sent. Where repairs are payable by the Customer, the amount paid by them when submitting the request will be refunded using the same payment method as the initial payment, unless the Customer expressly requests another payment method.

8. 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.

9. 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 in any way on the intellectual property rights of the Seller and not to undertake acts likely to result in counterfeiting all or part of any element or component 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.).

10. Force Majeure

The Seller may not be held liable for any delay or failure in the performance of any one of their 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 cases of force majeure usually recognized by the case law of French courts and tribunals, by express agreement between the Parties, the following shall be considered as cases of force majeure: acts of terrorism, wars, total or partial strikes and lockouts by third-party companies impacting the service, bad weather, epidemics, blockage of traffic routes, means of transport or supply for any reason whatsoever, pandemic, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes to marketing methods, blockage of telecommunications (France Telecom networks or technical centre).

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.

11. 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.

12. 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 the Contract entered into remotely. However, they may claim exemption from all or part of their 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 responsible for the services expressly assigned to it under this Contract.

The Seller is not liable for any harmful consequences 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.

13. 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.

14. 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.

15. 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 on the Website.

16. 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.

17. Telemarketing

Pursuant to Article L. 223-2 of the French Consumer Code, the Seller informs the consumer, when collecting their telephone number for the purpose of concluding this contract, of their

right to register free of charge on the BLOCTEL telephone marketing opt-out list, accessible at the following address: www.bloctel.gouv.fr. This registration allows them to opt out of being contacted by telephone for marketing purposes by any professional with whom they do not have a current contractual relationship.

18. 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 subscribes to the e-commerce mediation service of FEVAD [French 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.

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.