

GENERAL TERMS
HIRE COMPANIES OF EQUIPMENT
2G Sports

Object

The present General terms govern without restriction nor reservations any order of equipment of ski (below " the Equipment "), below indicated as «Services» performed by an individual major and capable, active for aims which do not enter as part of its commercial, industrial, craft, liberal or agricultural activity (below " The Client ")

to: 2G Sports (' the Contractor ')

As consumer, the Client has specific rights, which would be called into question in the event if reserved Services would be for aims entering as part of his commercial, industrial, craft, liberal or agricultural activity.

The validation of Service order by the Client is worth acceptance without restriction nor reservation of present General terms.

The Client admits to be having the capacity requested to contract and to acquire offered Services.

The choice of Services is put under the only responsibility of the Client.

Acceptance and modification of General terms

The Client is invited to download and/or to print General terms and to keep a copy.

General terms that can make the object of subsequent modifications, the version applicable to the purchase of the Client is that in force in the day of the signing of Order.

Compulsory precontractual information

The Client admits to be having had communication, prior to the signing of Order, in a legible and comprehensible way, of present General terms and all information listed in the article L. 111-1 and following of the Code of consumption.

Order

Order indicates the operation by which the Client chooses Services, date, length, method of payment and performs the payment.

It is up to the Client to prove the accuracy of Order and to signal any error immediately to the Contractor.

Training of the contract

Service sale will be considered as final only after delivery / dispatch to the Client of the confirmation of the acceptance of Order by the Contractor, and after collection by this one of the entirety of price. The Contractor reserves the right to cancel or to refuse any order of a Client with whom there would be a litigation relating to the payment of a previous order or for any request concerning Services for dates when these are unavailable.

Description of Services

Photographs representing Services have a simply indicative value and do not hire the responsibility of the Contractor.

Delivery of Services

The Contractor stays alone possessing the rented Equipment which can make under no circumstances the object of donation, loan, transmission, renting, sublease, paid or free provision or any cession in a third.

Particular conditions:

Procedure of withdrawal of order: the withdrawal can be made the day before the first day of renting after 18 h if articles are available. The withdrawal of order can be made to the shop of 8 h 30 - 19.

Procedure in case of deterioration of products or absence back: in case of deterioration of the irreversible equipment one will ask the client for it to pay the value of the harmed ski.

Procedure in case of loss or flight: in case of loss or of flight, the shop will ask the client to pay the value of the ski lost or stolen, the shop will give him a bill so that he could turn round against its insurance.

Use of the rented Equipment

The Client declares to have competences requested for the use of the Equipment and the adequacy of his choices with his needs.

The Client promises to use the Equipment with care and to take all necessary precautions, to avoid harming it.

The Client will be able to use the Equipment only for his strictly personal usage.

The Client takes the material and legal nurse of the rented Equipment and is responsible for it, of kidnapping up to the return to the shop of the Contractor.

Price

The accruing prices in the reservation of Services are pointed out before and during Order.

Prices take into account of applicable VAT in the day of order and any change of the applicable rate in VAT will be automatically reverberated on prices pointed out in the date of invoicing.

Any modification or institution of new regulation or lawful taxes imposed by the competent authorities will be automatically reverberated on prices pointed out in the date of the invoicing.

Order is payable in Euro.

Down payment

If the signing of Order is subjected to the remittance of a down payment, this last will be able to be qualified under no circumstances as deposits.

If a down payment is made in Order

In case of cancellation of Order by the Client after his acceptance by the Contractor, for whatever reason it is except the force majeure, the down payment paid in Order, will be acquired by right to the Seller and will not be able to give rise to any safe refund opposite mention.

Right of retraction

The Client has, in accordance with the article L. 221-28 of the Code of the consumption of a right of retraction. The Client can therefore abandon the renting of the Equipment without credit to be justified of motives, nor paid by penalty within 14 calendar days as from the reception of the electronic mail of confirmation of reservation. This right will not be able to be exercised if the renting began before the expiry of the deadline of 14 days.

The request of retraction can be put,

by post at following address: 2G Sports, Les myrtilles 38114 Oz en oisans

The Contractor will restore the sum poured during cashless reservation on the bank account having served maximum in reservation within 14 days according to the request of retraction.

Guarantee

In accordance with the article 1721 of the Civil code, the Contractor is kept at the rate of defects hidden from the rented Equipment which would make him inappropriate to the usage for which the Client intends it.

The Client benefits in this title of the replacement of the faulty Equipment in the identity, within the limits of the available supplies, or of the refund of the Service in case of impossibility of replacing this last.

The Equipment is guaranteed in conditions of normal use.

Guarantee is excluded in case:Of normal wear

Of a bad use or a bad maintenance.

Responsibility

The responsibility of the Contractor will be able to be hired under no circumstances:

in case of nonperformance or of bad execution of the Services which would be attributable to the Client;

in case of non-correspondent usage for ordered Service.

when the reason of delay or of nonperformance is linked to a case of force majeure such as it is defined by the case law of the French Courts

The Contractor will incur no responsibility for any indirect damage which could happen due to the execution of Service.

Force majeure

The Contractor saves the faculty to suspend, to be slow, to change or to cancel the execution of Order in case of survenance of events or of circumstances of force majeure or fortuitous cases either events or circumstances by contract assimilated with cases of force majeure or fortuitous cases such as: fire, inundation, epidemic, war, requisition, strike, hurricane, tornado, earthquake, as well as in case of survenance of any circumstance or external event in the will of the Contractor intervening after Order and by preventing execution in normal conditions.

He is added that, in such situation, the Client cannot claim the remittance of no indemnification and can begin no appeal contrary to the Contractor.

Given to personal character

In accordance with the law 78-17 of January 6th, 1978 changed by law n°2018-493 of June 20th, 2018, one reminds of him that data of names asked the Client are necessary to the treatment of his Order. They are used only as part of purposes for which the Client announced it.

These data can be announced to the only partners of the Contractor who compete to the supply of Services.

Data are stocked respecting French legislation and European regulation.

The length of conservation and of archiving of data respect recommendations of CNIL and/or lawful obligations.

The Client has, in accordance with the national and European regulations in force of a right of permanent access, of modification, of correction, of opposition of portability and of limitation of the treatment as for information concerning it.

This right can be exercised or by electronic mail at following address: ski@2gsports.com

is by post in the following mailing address: 2G Sports, Les myrtilles 38114 Oz in oisans

Claims

Claims relating to nonperformance or to bad execution of Services must, to make their treatment easier, to be advised of the Contractor in writing following address 2G Sports, Les myrtilles 38114 Oz in oisans, in 14 days after the end of Service.

Intellectual property

The Contractor remains owner of all rights of possession intellectual on photographs, presentations, drawings representing Service. The Client refrains therefore from reproduction or from working.

Applicable right

The present General terms of Sale and the operations which follow from it are governed and subjected to French law.

Litigations

Any litigation born in validity, interpretation, execution, termination of present CGV, and more generally in relations of all kinds, between the Contractor and the Client, will be subjected to the competent French courts in nonpolitical conditions, except imperative legal provisions or of public order applicable opposites.

The Contractor and the Client will try hard to solve amicable possible difficulties that can happen in the application of the present conditions.

The Client is informed that he can, in any case, use a conventional mediation free to the Committee of the mediation of consumption (C. consom. art. L 612-1) or:

to the Mediator of consumption Médicys whose co-ordinates and modalities of submission are available on its site: www.medicys-consommation.fr.

The Client can also have recourse to the European platform of online Regulations of Litigations accessible (" RLL ") since following link: <http://ec.europa.eu/consumers/odr/>.