

**BUSINESS TERMS AND CONDITIONS**  
**www.fabrikcycles.ch**

**1. Purpose of the contrat**

1.1. It is specified that these general terms and conditions ("**Terms**") govern the sale between (1) the company Naderian Sarl, whose registered address is Route de Malagnou 168 B, c/o Jean-Pierre Sedef, 1224 Chêne-Bougeries Suisse, and registered with the chamber of commerce of the canton of Geneva (hereinafter "**Fabrik Cycles**" or "**Fabrik**"), on the website [www.fabrikcycles.ch](http://www.fabrikcycles.ch) (hereinafter the "**Site**"), and (2) any person or entity visiting and/or making a purchase on the Site for himself or a third party (hereinafter referred to as "**Customer**" or "**You**").

2.1 These Terms supersede any other terms and conditions, representations and/or contractual terms.

2.2 Anyone placing an order on the Site, for their personal use, declares that they are 18 years of age and have the legal capacity or, failing that, a parental consent allowing the person to enter into a legally binding contract. In the event that these Terms are breached, Fabrik Cycles reserves the right to directly contact the legal guardian or trustee of such person to resolve a potential dispute and demand that such legal guardian or trustee settles all the outstanding contractual obligations.

2.1 Customers, placing an order for business purposes on the Site declare to be 18 years of age and to have the legal capacity or, failing that, an authorization of their company, agency or other structure which is likely to employ or engage their services, allowing them to contract on their behalf. In the event that these Terms are breached, Fabrik Cycles reserves the right to directly contact the person who has placed the order and require that he/she personally settles such contractual obligations, since when opening the business account with Fabrik Cycles, such person represented to Fabrik Cycles to have the capacity to place such an order.

**3 Formation of the Contract**

3.1 The information contained on the Site does not constitute an offer, only orders placed by the Customer with Fabrik Cycles constitute such an offer.

3.2 Any person can access and read these Terms on the Site. Therefore, any order placed with Fabrik Cycles implies the Customer's full acceptance, without exception or qualification, of these Terms. These Terms are also provided to the Customer during the validation process of each order, acceptance of such order is subject to acceptance of the Terms. Any person who makes a purchase on the Site therefore declares to have read and perfectly understand the Terms and cannot deny this fact in the event of a dispute. The Terms may be subject to amendments from time to time, however, it is understood that these are the general terms and conditions in force at the time of order made by the Customer. In the event of a dispute, an amicable resolution will be sought, failing which, any claim of any kind, will always be submitted to the exclusive jurisdiction of the courts where Fabrik Cycles is domiciled and therefore fall under the laws of Switzerland.

3.3 Once the Terms are fully accepted and validated by the Customer, Fabrik Cycles will send an email to the Customer's email address, provided by the Customer when creating its profile on the Site or during the ordering process, confirming acceptance of the order placed (hereafter referred to as the "**Email**"). This Email will constitute acceptance of the Customer's order by Fabrik Cycles which will thus form the sales contract, governed by these Terms. The product(s) ordered by the Customer, included in the basket and constituting the subject matter of the sales contract will be hereafter be referred to as the "**Order**"

3.4 The Customer may also place an order by phone, in writing or by fax. Fabrik Cycles will accept the order when sending the Email or an order confirmation by fax, as set out in the above clause 3.3.

**4. Description of the Product**

4.1 The Customer agrees that the descriptions of the products sold by Fabrik Cycles on the Site (hereafter referred to as "**Products**") may be amended from time to time.

4.2 Despite all the care and attention that Fabrik Cycles takes in the description of its Products, the Customer agrees that errors in the Products' description or prices information may arise from time to time.

## 5. Prices

5.1 Fabrik Cycles' Products prices are in Swiss Francs (hereafter referred to as "**CHF**") and inclusive of all taxes applicable in Switzerland (hereafter referred to as the "**Price**"). The Price excludes transportation and packing costs. These costs are calculated according to the place of delivery, the size and weight of each Product to be delivered. These costs will be added to the Price of the Products upon the Customer's order.

5.2 All purchase regardless of their origin are payable in CHF.

5.3 Prices shown on the Site in any other currency other than CHF, are made available by a currency converter directly integrated on the Site, and are and remain for indicative purposes only. The exchange rate used on the Site may therefore be different from the actual exchange rate in the relevant currency on the relevant day applied to the Customer. We recommend the Customer to contact the issuer of its credit card or its bank in the event of a bank transfer to confirm the exchange rate which will be applied to the Customer together with any other potential transaction fees.

5.4 All prices shown on the Site are the Prices applicable to the relevant Product, save for any price errors and/or typographic mistake.

5.5 In the event of an Order to be delivered outside Switzerland, the Customer and/or the receiving party of the Order will be the importer of the products to the relevant country and the prices of the Customer's order will be calculated so as to exclude VAT. The Customer will be liable for any VAT, customs fees and or any other taxes due upon importation of the Order into the relevant country. The Customer will be liable for any administrative and/or customs declarations applicable upon importation. The Customer shall indemnify and hold harmless Fabrik Cycles, its officers, employees, sub-contractors or agents from claims, liabilities, costs (including legal costs), damages and expenses of any kind and nature resulting from any VAT and or any taxes or custom fees owed by the Customer or receiving party into the country of importation.. Subject to any local laws applicable in the country of importation the above mentioned taxes, custom duties etc... may be claimed by the local authorities to the end beneficiaries of the Order even if different from the purchaser. It is therefore the Customers' responsibility to make the relevant enquiries with the relevant local authorities prior to the purchase and/or the delivery of the order.

5.6 Fabrik Cycles reserves its right to amend the Prices at any time. However, save for errors in the communication of the Prices, the Products ordered will be invoiced on the basis of the Prices indicated at the time of the Order.

5.7 Fabrik Cycles retains title in the Products ordered until full payment is received from the Customer.

## 6. Payment

6.1 Payment of the Order can be made as follows :

6.1.1 By bank card : Visa, MasterCard, Postfinance or any other bank cards accepted on the Site.

6.1.2 Via Paypal payment method.

6.1.3 By Bank transfer.

6.2 In the event of a default of payment by the Customer, whether in all or part, Fabrik Cycles will charge the Customer a penalty fee of 6% of the remaining sum to be paid by the Customer.

## 7. Terms of Delivery

7.1 The Order will be delivered to the address indicated by the Customer to Fabrik Cycles at the time of the Order.

- 7.2 Out of abundance of caution, Fabrik Cycles reserves the rights to request a copy of the Customers ID and or proof of address.
- 7.3 The delivery periods indicated on the Site are approximate time frames provided by our partner delivery company. Fabrik Cycles cannot be held responsible for any prejudice caused by any delay in the delivery of Your Order.
- 7.4 Despite the care and attention Fabrik Cycles takes in providing its Customers with the most accurate information possible on its Site, it may occur that a Product deemed available at the time of the order is actually unavailable or out of stock. In this event, Fabrik Cycles will endeavour to inform the Customer as soon as practicable. In the event the Product could not be made available within 30 days of the order, Fabrik Cycles reserves the rights cancel the Customer's Order and refund the Price paid by the Customer within 30 days.
- 7.5 Fabrik Cycles does not deliver to P.O Boxes.
- 7.6 Fabrik Cycles sends the Products ordered from its warehouse in Geneva at the risk of the Customer at all times regardless of the type of delivery. In the event of damages caused to the Customer's Order during the delivery, Fabrik Cycles shall remedy to the damages only upon presentation of a declaration from our partner delivery company. To this end, the Customer shall take photographs of his Order damaged during transportation and, if relevant, of the Order's packaging. The Customer will forward these photographs to Fabrik Cycles within the time set out in clause 7.7 below.
- 7.7 The Customer shall inform Fabrik Cycles of any damages caused to the Order during its transportation, no later than 2 days following receipt of the Order. Fabrik Cycles will not accept any claim made beyond this time frame

## **8. Right to Cancel**

- 8.1 Subject to clause 9.4 and according to Swiss Law, any Customer who places an order on the Site can cancel it within 7 days of the date of the contract, being the date of the Email sent by Fabrik Cycles.
- 8.2 In the event the Customer does not exercise his right to cancel in according with the Terms, Fabrik Cycles shall be entitled to request payment of the ordered Products.

## **9. Exchange and Return Policy**

- 9.1 In the event Fabrik Cycles delivers a Product not matching the Customer's Order, the Customer can, within 7 days of the date of the delivery, return the Product in accordance with the terms set out in clause 8. The date of the delivery shall be the date of the delivery confirmation note issued by our partner delivery company. A copy of the invoice and the delivery confirmation note (without price in the event of a gift only), must be returned with the Product.
- 9.2 Any Product not matching the Customer's Order and being returned to Fabrik Cycles shall be returned at Fabrik Cycles costs in accordance with clause 9.3 below, in its original packaging, unpacked, unused and undamaged. Products shall be returned to the following address:

**NADERIAN Sarl**  
168B Route de Malagnou  
1224 Chêne Bougeries  
Suisse

- 9.3 Subject to the above terms, Fabrik Cycles shall return the matching ordered Product as soon as possible at its costs. Consequently, Fabrik will offer a voucher redeemable with the Customer's next order at Fabrik Cycles in the amount equivalent to the return costs incurred by the Customer.
- 9.4 In the event the Products ordered by the Customer require a special order from Fabrik Cycles' suppliers or if the Order requires a special assembling, at the Customer's request, Fabrik Cycles will not accept

any return save for the Products not matching the Customer's Order or if the Order was damaged during transportation.

## **10 Warranty and Liability**

- 10.1 Unless otherwise indicated, all Products benefit from a 12 months warranty from the date of purchase.
- 10.2 The warranty will take effect from the date of purchase, subject to presentation of the original invoice or evidence of the date of purchase.
- 10.3 Fabrik Cycles will, at its discretion, replace and repair defective Products at its costs. The costs relating to the transports, workmanship, assembling or disassembling of the defective Products are not covered by the warranty.
- 10.4 Damages caused by fair wear and tear, accidents, abuse, negligence, commercial use, lettings, races, competition, inappropriate assembling, inappropriate maintenance of the Products by the Customer or a third party not authorised by Fabrik Cycles, together with the use of tools of systems not appropriate to the original use of the Products will not be warranted.
- 10.5 The Customer's warranty right will extinguish forthwith if the damages to the Product were caused by repairs or works carried out on the Products without the consent of Fabrik Cycles.
- 10.6 To the extent permitted by the law, Fabrik Cycles will not be liable for any loss and/or damages caused by the Defective Products. Fabrik Cycles, its employees, agents, subcontractors, distributors shall not be liable for any loss and/or damages whether direct or indirect caused to the Customer or a third party.
- 10.7 To the extent permitted by the law, Fabrik Cycles shall not be liable for direct and/or indirect damages caused by the use or misuse of the Site whether in its entirety or partially. Fabrik Cycles shall also not be liable for damages caused as a result of the impossibility to access or use the Site.
- 10.8 Fabrik Cycles shall not be liable for any prejudice caused as a result of software installation enabling the use of the Site or any damages caused as a result of errors of transmission, technical faults, overload or communication interruptions.
- 10.9 The Customer is responsible for its order. As a result the Customer shall ensure that its Order complies with its national law and the laws of the country where the Order will be delivered. Fabrik Cycles shall not be liable for damages caused, whether directly or indirectly, as a result of the Order on the Site.

## **11 IP Rights**

All logos, designs, text, commentaries, illustrations, images produced on the Site are copyrighted and the property of Fabrik Cycles. Any reproduction even partial is strictly forbidden and is subject to Fabrik Cycles' express consent, in writing.

## **12 Data Protection**

- 12.1 Fabrik Cycles is committed to comply with the Swiss law relating to data protection and in particular when receiving, inputting and using personal data. Customers' personal data will be used exclusively for internal surveys purposes and for carrying out Order deliveries. Unless ordered by law and/or in order to prevent fraud, Customers' personal data will not be disclosed to third parties. The Customer confirms agreeing to the use of its personal data in the manner as set out in this clause.
- 12.2 The Customer can, at any time, request any amendments or withdrawal of its personal data.

## **13 Governing law and jurisdiction**

The Terms together with any contracts concluded according to these Terms are governed by Swiss law. The parties agree to submit to the exclusive jurisdiction of the Courts in Geneva, Switzerland.

#### **14 Miscellaneous**

14.1 the use of this Site is exclusively for personal use and Fabrik Cycles reserves its right to pursue any Customer using this Site for commercial purposes and/or any other use prejudicial to Fabrik Cycles.

14.2 If any one or more of the provisions or part thereof contained in these Terms should be or become invalid or unenforceable due to any reason or reasons, this shall not in any way affect or impair the validity or enforceability of the remaining provisions hereof.

14.3 In these Terms, unless the context otherwise requires, words denoting any gender shall include all genders and words denoting the singular shall include the plural and vice versa.

14.4 Fabrik Cycles may amend, alter or waive any of these Terms at any time.