

CUSTOMER SERVICE

For any information, question or complaint, the customer can contact from Monday to Friday, from 9 a.m. to 5 p.m. at the company's Customer Relations department:

ABO FACTORY SAS - Customer Service

Tel: +33 9 77 55 44 31 (price of a local call) Email: support@chrono-trainer.com

RIGHT OF WITHDRAWAL

The customer has a maximum of fourteen days from delivery to inform ABO FACTORY SAS of his desire to withdraw, without having to justify the reasons. The customer then has again fourteen days to return the product, the return costs being at his expense. To exercise this right of withdrawal, the customer must notify ABO FACTORY SAS of his decision to withdraw by means of a unambiguous declaration or the withdrawal form made available on simple request by email or telephone to the company's Customer Service (contact details above). The customer can notify ABO FACTORY SAS of its decision to withdraw by email at the following address support@chrono-trainer.com or by mail (contact details above).

However, products returned incomplete or damaged are not taken back.

The customer is then reimbursed for the full payment received by ABO FACTORY SAS within fourteen days from the date on which which: company will be informed of the customer's decision to exercise his right of withdrawal. ABO FACTORY SAS will defer reimbursement until ABO FACTORY SAS has received the product or the customer has provided proof of shipment of the product, whichever date is earlier.

Reimbursement will be made by the same means of payment as for the purchase, or, with the agreement of the customer, by any other means at no additional cost to him.

LEGAL GUARANTEES AND RETURN CONDITIONS

Abo Factory applies the provisions of the legal guarantee of conformity of the product to the contract in the conditions of article L211-4 and following of the consumer code. In order to assert its rights under the legal guarantee of conformity or against hidden defects of the thing sold), the customer must address his complaint to Abo Factory, 210 Chemin des Valladets, 13510 Eguilles.

The customer has a period of two (2) years from the delivery of the product to act. the customer can choose between the repair or the replacement of the product, subject to the conditions of cost provided for by article L217-9 of the consumer code. The client is exempted from reporting the proof of the existence of the lack of conformity of the product during the twenty-four (24) months following the delivery of the product.

Article L.217-4 of the Consumer Code: "The seller delivers goods that comply with the contract and responds to any lack of conformity existing at the time of delivery. It also responds to defects in conformity resulting from the packaging, assembly instructions or installation when the latter has been charged to it by the contract or has been carried out under its responsibility. »

Article L. 217-5 of the Consumer Code: "The good complies with the contract:

1° If it is specific to the use usually expected of a similar item and, where applicable: - if it corresponds to the description given by the seller and has the qualities that the latter has presented to the buyer in the form of a sample or model.

- if it has the qualities that a buyer can legitimately expect given the declarations public information made by the seller, by the producer or by his representative, in particular in the advertising or labeling.

2° Or if it has the characteristics defined by mutual agreement by the parties, or is specific to any special use sought by the buyer, brought to the seller's attention and that the latter has accepted. »

Article L217-9 of the Consumer Code: "In the event of lack of conformity, the buyer chooses between the repair and the replacement of the good". However, the seller may not proceed according to the choice of the buyer if this choice entails a manifestly disproportionate cost compared to the other modality, taking into account the value of the good or the importance of the defect. He is then required to proceed, unless it is impossible, according to the method not chosen by the buyer.

Article L. 217-12 of the Consumer Code: "The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. The customer can also decide to put implements the guarantee against hidden defects within the meaning of article 1641 and following of the civil code. In this case, the customer can choose between the resolution of the sale or a reduction of the price. in accordance with article 1644 of the civil code. »

Article 1641 of the Civil Code: "The seller is bound by the guarantee for hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have given only a lower price for it, if he had known".

Article 1644 of the Civil Code: "the buyer has the choice of returning the item and having the price refunded, or to keep the thing and to be reimbursed part of the price, as it will be arbitrated by experts. »

Article 1648 paragraph 1 of the Civil Code: "The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect. »