

## CONDITIONS AND TERMS OF USE – Ref160525

Update : 03/10/2019

### Article 1:

The general conditions of sale apply to all orders on AMT CUSTOM, including orders placed on the website [www.amtcustom.com](http://www.amtcustom.com). Terms of Use applied are those in effect on the date of confirmation of the order. The passage of an order implies full acceptance of the conditions of sale without any restrictions or reservations.

### Article 2:

Company data and contact

Amt Custom

Siège social : Km4 RD6113 – 30230 BOUILLARGUES - France

Siret : 52974817000030 - Code APE : 4791B

Contact / Phone: +33(0)6.24.02.07.89 / +33(0)4.66.67.01.38

Email: [info@amtcustom.com](mailto:info@amtcustom.com)

Director: Peggy Marchand

### Article 3:

Product Availability

Our products and prices are valid until they are visible on the site, orders are considered accepted only after written AMT CUSTOM validation.

### Article 4:

Validation controls and electronic signature (Act of 13 March 2000 on electronic signature). Any order signed by the consumer "double click" constitutes an irrevocable acceptance which can not be challenged within the limits set out in these terms and conditions of sale. The "double click" associated with the authentication procedure constitutes an electronic signature. This electronic signature has value between the parties as well as a handwritten signature.

### Article 5:

Terms of Payment and Security.

You can make the payment:

- By credit card (all transactions are fully secured by MONETICO CIC).
- By Bank PayPal.
- By check: made payable to Custom Amt.

For payments by check, your order is "reserved" for 14 days. Beyond this period, without receiving your check will be canceled. The order will be processed upon receipt of your check and after validation.

### Article 6:

Non-payment and retention of title.

Amt Custom retains ownership of the goods until full payment. In case of total or partial non-payment of the price at maturity Amt Custom may require the return of unpaid goods by any means. In case of non-payment of the total order within 14 days, it will be automatically canceled by Amt Custom. Amt Custom reserves the right to refuse to make a delivery or an order from a consumer who has not fully paid or a previous order or with whom a dispute is being administered.

## **Article 7:**

### Shipping and Delivery

All times announced are calculated in working days. Timely shipments are defined taking into account the time of preparation and shipping. The products are delivered to the delivery address you provided during the order process by post or by courier.

## **Article 8:**

### Obligations

Amt Custom can not be held liable for breach of contract for due to the occurrence of an event of force majeure. Custom Amt not be liable for all damages because of this, operating loss, loss of profits, damage or expense that might arise.

## **Article 9:**

### 9.1: Retraction

Pursuant to Article L.121- 20 et seq of the French Consumer Code, you have a period of 14 working days from the date of delivery of your order to return any item that does not suit you, in his original packaging and in good condition, to his own "re- marketing " and ask for an exchange or refund without penalty, except for shipping. To make the return of an item, you must join the return voucher that you'll find with your order. If the item is incomplete, shows signs of use or can not be "re- sold» as new item, exchange or refund will apply.

### 9.2 Back Products

If you need to return an item, for any reason: Order error, delivery error, after sales service, you must attach to your package the return receipt received with your order duly completed.

In the absence of a completed return voucher, any returned item will be refused. If the article is incomplete, shows signs of use or can not be "re-sold" as a new item, the exchange or refund can not apply.

## **Article 10:**

### Provisions of the "computer and freedoms"

At any time, "You have a right to access, modify, rectify and delete data concerning you (art. 34 of the "Informatique et Libertés "of January 6, 1978 Act). You can refuse to receive news and special offers that will be emailed later by sending an email to [info@amtcustom.com](mailto:info@amtcustom.com).

## **Article 11:**

### Warranty and liability.

All our goods are considered arrived in perfect condition at the customer who is responsible to notify the carrier 's defection or alteration of a package and make reservations to the carrier. In the event of default on an item, the customer must inform Amt Custom within 48 hours after delivery. The return of the goods at the customer's expense will be accepted only with the approval of AMT custom. In case of defective it will be replaced or refunded after AMT custom agreement. In all cases the goods must be returned to us by mail or parcel with tracking, complete in its original packaging and in a condition for its "re-marketing " package. Custom Amt not be liable for any direct or indirect because of this, operating loss, loss of profits, damage or expense that might arise.

### Important:

The mounting accessories must be done by a professional. Amt Custom may in no case be liable for injury or damage caused by the use, application or installation of any product and item sold. Some parts (helmets, exhaust, etc ...) may not be EU approved or not approved in some countries and are not allowed on public roads. It is the customer to comply with the legislation in force in his country. Amt Custom can not be responsible for products purchased and its unregulated use in a country.

**Article 12:**

## Jurisdiction

French law is applicable only in case of dispute and only the Court of Nimes or any other court shall have jurisdiction of our choice. Our customers accept this attribution of jurisdiction without limitation or qualification.