

General terms and conditions of sale

1. Scope

The present terms and conditions of sale apply to the distance sale through the website www.punchpower.com and to the phone order through our office operator.

The seller means
Société Punch Power
ZA les Gravières
01480 FAREINS
France

Tel 04 74 09 52 40

Fax : 04 74 09 52 49,

registered in the RSC (Register of Commerce and Societies) of Bourg-En-Bresse with the registration number 352 352 017.

The buyer means the person who agrees to buy goods from the seller as a consumer for his/her personal needs.

Clicking the confirm button when ordering acknowledges that you agree to the present general terms and conditions of sale in their entirety (as a contract) as well as to your on-line order. These conditions and terms of sale prevail over any other version of conditions and terms of sale.

To place an order and to enter into a legally binding a contract with us (according general terms and conditions of sale) the buyer must be over 18 years old and not to be under supervision or trusteeship.

2. Confidentiality of your personal information

Punch Power S.A. doesn't divulge to third parties any personal data provided, this information is strictly confidential and only for internal use.

In accordance with the law n°78-17 of January 6 1978, the buyer has the right to access, correct and object to any personal data related to him. If the buyer wants to cancel all personal data, he/she has to let us know about it by email to contact@punchpower.com or by post, specifying his/her personal information to be removed.

3. Availability of goods

Prices and goods are valid as advertised at the moment of the order and are subject to stock availability.

4. Signature and proof

Every payment operation by credit card through our website is followed by the payment statement proof of the amount debited from your account as well as the date of payment . Clicking the confirm button means that you accept all transactions and is as valid as your signature.

5. Payment

①-Method of payment

Payment: The payment is made at the time of order. The buyer can pay by credit card or by cheque. We accept Visa, Mastercard and Carte Blue. The payment by cheque is possible for accounts in euros endorsed in favour of Punch Power and sent to the address below:

Société Punch Power
ZA les gravières
01480 FAREINS
France

The delivery will be made only upon receiving the payment.

The sale will be acknowledged as final only after the sending of the goods to the customer and debiting your account by Punch Power for the full amount.

Once the payment is debited from the account of the buyer and the shipment is sent, Punch Power S. A. does not accept any modification of the order. (with exception of special agreement).

②Security

On your bank statement, payment will be debited to LCL, our bank, which handles our online transactions. The payment is made through their secure server, your banking details are encrypted and the bank performs card authorisation. Punch Power does not have access to this data.

③ Non-payment

Power Punch reserves the right to refuse delivery of an order to the buyer who has not paid for the order in full or with whom a litigation of payment is in the course of administration.

6. Delivery

The goods are delivered to the delivery address provided by the buyer when the order is placed through our website. If only part of the order is available, the goods will be sent once with the full order is completed.

Some orders placed through the site www.punchpower.com cannot be delivered to certain European countries and Switzerland. A preliminary request will have to be made for any delivery to any country outside of the European Union. To make an international order, please contact our office.

The parcels are generally carried out by Colissimo Post Office delivery. The average time suggested by the Post office in Metropolitan France, Corsica, Monaco is between 48 and 72 hours. These deadlines are given as indication and are not definitively established.

Depending on the weight, the volume or the destination of the order, Punch Power reserves the right of making delivery through an independent shipping company that may involve some changes of the delivery time.

However, if the ordered products were not delivered within 30 days after the confirmation by the buyer of his order, except act of God, the order could be cancelled by a written request from the buyer. The amount debited from the buyer's account will be immediately refunded without any additional charges.

The delivery is acknowledged accomplished after the goods leave our premises and are passed to the Post office or any other shipping company.

The risk shall pass to the buyer after the goods leave our premises, even when the buyer wants his order to be delivered to another address than his/hers.

The buyer is supposed to check the condition and the quantity of the delivered goods. He/she has a seven-day deadline from receiving the delivery to complain to Punch Power by post for nonconformity of the delivered products. At the end of this period, goods will be considered in conformity.

7. Delivery expenses

The expenses of delivery vary according to the weight of the parcel and the destination. They are based on the tariffs of the Colissimo Post office (or another shipping company) for parcels and are indicated to the moment of validation of the order.

8. Cancellations.

According to the article L.121-20, the buyer has seven days from the date of receiving the delivery to cancel or exchange his/her order. In this case he/she will pay the cost of return postage.

For any request for exchange or refund, the goods shall be returned intact, in their original packaging and also in perfect condition to the address below:

Société Punch Power
ZA les Gravières
01480 FAREINS
France

Please, include a photocopy of the purchase invoice. The references of “port paid by the recipient” or “against-refunding” will be refused. The products opened, damaged or soiled by the buyer will neither be refunded nor exchanged. In case of abusive return, Punch Power reserves the right to refuse any further order.

9 Reclamations

The buyer has two working days to complain by phone to our office any defective or damaged good, a delivery error and nonconformity of the goods to the indications stated on the delivery order.

Any complaint formulated after this time will be rejected. Any complaint not carried out in the rules and the time limits defined above could not be taken into consideration and will release Punch Power of any responsibility in respect of the customer.

The return of the goods damaged in course of delivering and in case of defect or nonconformity could be accepted only for the complete products, in their original state (packing, accessories, notes) with copy of the purchase invoice. In the case of defect or of nonconformity, the cost of returned postage will be refunded. However, the amount of the refund will not exceed 1,5 times the amount of the expenses of sending invoices. The return of the parcels will have to be carried out through the Post office “followed Colissimo”.