



TERMS & CONDITIONS

INFORMATIONS

The *Autoline-shop.ch* online shop is developed and exploited by Auto-Line Engineering Ltd, Ch. de Valerette 1, P.O. Box 488, 1860 Aigle (VD), Switzerland.

Any taking of order of a product appearing in the *Autoline-shop.ch* online shop supposes the consultation and the preliminary acceptance of the present general conditions.

As a consequence, the buyer, who wishes to command online, recognizes to be perfectly informed about the fact that his agreement concerning the contents of the present general conditions does not require the handwritten signature of this document.

The buyer is allowed to save or to print the present general conditions, being assured that the protection or the impression of this document find from on his responsibility.

We make a commitment for our part to communicate you as soon as possible the completeness of the following informations:

1. Identification definite of the society.
2. Presentation of the essential characteristics of proposed articles and their usage.
3. Indication in Swiss Francs (CHF), in EURO (€) of the price of the articles.
4. Indication of the terms of payment and execution of the order as well as expenses of delivery.
5. Information of the existence of a legal law of retraction.

Any dispute arising within the framework of the exploitation of the web site *autoline-shop.ch* will be managed by the general conditions of sale below.

TERMS AND CONDITIONS

Article 1: Completeness

The present general conditions express the completeness of the obligations of the parties. This way, the buyer is considered for accepting, without reserve, the completeness of capacities foreseen in these general conditions. No general or specific condition appearing in documents sent or put back by the buyer can become integrated into this form, since these documents would be incompatible with these general conditions.

Article 2: Object

The present general conditions have for object to define the rights and the obligations of the parts within the framework of the online sale of the goods and the services proposed by *autoline-shop.ch* to the buyer.

Article 3: Contractual Documents

The present contract is formed by the following, presented contractual documents in hierarchical descending order: the present general conditions, the online order form, the invoice. In case of contradiction between the measures contained in the documents of different rank, the measures of the document of superior rank will prevail.

Article 4: Come into effect - lasted

The present general conditions come into effect in the dispatch date of the online order. The present general conditions are concluded for duration necessary for the supply of the goods and the signed services, until the extinction of guarantees owed by *autoline-shop.ch*.

Article 5: Electronic Signature

The "click" of the buyer in conformance with the order form establishes an electronic signature which has, between the parts, the same value as a handwritten signature.

Article 6: Confirmation of order

The contractual information will be the object of a confirmation by email at the latest at the time of the delivery to the address indicated by the buyer on the order form.

Article 7: Proof of the transaction

The computerized registers are preserved in the computer systems of *autoline-shop.ch* in reasonable conditions of security and will be admitted as the proofs of the communications, the orders and payments intervened between the parts. The filing of the order forms and invoices is made on a reliable and long-lasting support which can be produced as proof.

Article 8: Informations on products / stock

- 8.1: *Autoline-shop.ch* presents on its web site products to be sold with the necessary information which allow the potential buyer to know, before the taking of definitive order, the essential characteristics of the products which he wishes to buy.
- 8.2: The offers presented by *autoline-shop.ch* are valid only within the limits of available stocks. *Autoline-shop.ch* would not be responsible for a any product which is not available any more, in shortage of stock, even out of stock.
- 8.3: *Autoline-shop.ch* reserves the right to modify or to replace at any time and without advance products.
- 8.4: The images appearing on the web site are not contractual. All the information could be subject to errors or omissions and are given only for title of indication.
- 8.5: The reference numbers of builder's origin are given only as information and to facilitate the identification of a product.
- 8.6: The compatibility of products with precise models of vehicles is given only as a title of indication. *Autoline-shop.ch* can not guarantee the compatibility of the presented products but tries hard to be the most precise possible in functions of his sources and knowledge.

Article 9: Prices, taxes and customs

The prices are in Swiss francs (CHF), in EURO (€) and are valid only in the date of the sending of the order form. They do not take into account expenses of delivery, charged in supplement, nor Swiss VAT, *Autoline-shop.ch* being this day not liable for the VAT. Any change of this situation will be automatically be passed on the price of the products of the online *autoline-shop.ch* store. In case of price increase, *Autoline-shop.ch* will inform the buyer about it as soon as possible and the buyer can decide to cancel his command order.

For the orders intended for countries others than Switzerland the prices are excluded VAT and the expenses of customs clearance, expenses of import and VAT in the country of destination are chargeable to the addressee. The payment of full price must be realized during the order, and in every case before the expedition of commanded articles. At no time, the paid sum could be considered as deposit.

Article 10: Method of payment

To settle his order, the buyer arranges payment conditions proposed on the online order form. The buyer guarantees to *autoline-shop.ch* that he has arranged necessary authorizations to use the chosen method of payment. *Autoline-shop.ch* will suspend any management of command and delivery in case of refusal of authorization of payment by bank card or in case of non-payment of the order. *Autoline-shop.ch* reserves in particular the right to suspend a delivery or to honor a command emanating from a buyer who would not have totally adjusted a command or with whom a dispute would be in progress. For the payments of purchases by bank transfer or check, the sending of the goods is made only after reception of the payment.

Article 11: Availability of products, delivery deadlines

The treatment of the command will be executed in 5 working days, after the day of the order. The delivery deadlines announced by *autoline-shop.ch* are approximate. It is possible that the delivery deadline is extended because of the supply of our suppliers. If the delivery deadline overtakes eight weeks after recording of the order of the customer, the parts are entitled to cancel the order. In that case the buyer will be paid off within 10 days. In case of unavailability of the ordered product, the buyer will be informed about it as soon as possible and the order will be cancelled and the amount of the article paid off in 20 days at the latest. A delay or the unavailability of a product can not give place to compensation.

Article 12: Modalities of delivery

The products are delivered to the address indicated by the buyer on the order form. The buyer makes a commitment to verify the state of the goods at the time of the delivery. The noticed defects must be communicated in *autoline-shop.ch* within 48 hours following the delivery, by mail or email. Spent this delay, the goods are considered as accepted.

Article 13: Problems of delivery because of the carrier

Any abnormality concerning the delivery (average, product missing with regard to the delivery order, the damaged parcel, produced hoarse) must be necessarily indicated on the delivery order in the form of "handwritten reserves", accompanied with the signature of the customer. The buyer will have to mean at the same time this abnormality by sending to the carrier, in two (2) working days according to delivery date, the aforementioned complaints by a recommended mail. The buyer will have to pass a copy of this mail to Auto-Line Engineering Sàrl, Ch. de Valerette 1, Case postale 488, 1860 Aigle (VD), Switzerland.

Article 14: Error of delivery, defects

14.1: The buyer will have to formulate, within 48 hours following the delivery, any complaint, by error of delivery and/or non-compliance of products in kind, or in quality, with regard to the indications appearing on the order form. Any complaint formulated beyond this delay will be thrown rejected. To benefit from the right of return further to an error of delivery, the article must not, on any account, have been unsealed, opened or used.

14.2: The formulation of this complaint with Autoline-shop.ch must be made written.

14.3: Any complaint, not made in rules defined above and within the time limits allowed will not be taken into account and will release *autoline-shop.ch* from all responsibility to the consumer.

Article 15: Guarantee of products

Concerning the new products or of reproductions resulting from suppliers, the present measures do not deprive the buyer of the legal guarantee which obliges the professional salesman to guarantee him against all the consequences of the latent defects of the sold thing. The buyer is expressly informed that, except special mention, *autoline-shop.ch* does not produce products presented within the framework of the *autoline-shop.ch* website with regard to the responsibility because of the defective products. As a consequence, in case of damages caused to a person or a good by a defect of the product, only the responsibility of the producer of this one can be looked for by the buyer, on the basis of the information appearing on the packaging of the aforementioned product.

The second-hand objects presented on Autoline-shop.ch (second-hand object: worn, second hand, unique object, work of art) are not guaranteed beyond the description of the object appearing on the announcement. (Art. 8.1)

Article 16: Partial not validation

If one or several clauses of the present general conditions are considered as no conform or declared so in application of a law, a payment or following a definitive decision of a competent jurisdiction, the other clauses will keep all their strength and their reach.

Article 17: Applicable law

Only the measures of the Swiss law are applicable, even if the order comes from or leaves abroad. The court of jurisdiction for any complaint in connection with your order is Aigle (Vaud) in Switzerland. We reserve the right to act with the court of jurisdiction of your place of residence. In case of dispute, only the Courts of the Canton of Vaud, Switzerland will be competent.

Article 18: Protection of the data and liberties

The customers' data necessary for the good progress of the business are captured, treated and used by respecting strictly the current legislation. The data communicated by the customer are never passed on in thirds nor serve to the internal administration of Autoline-shop.ch. All the particulars are treated with the strictest confidentiality. The buyer can write in Autoline-shop.ch to exercise his rights of access, rectification towards the information concerning him and appearing in the files of Autoline-shop.ch.

Article 19: Renunciation

The customer has 7 days as from delivery date to return the product to his original package for replacement or repayment. Only articles in stock during the order will be taken back for expenses administrative equivalent to 10 % of the value of the product but at least Sfr. 20.-. The articles except stock or ordered specially cannot be taken back or exchanged. The return will be accepted only if the product was not opened or used. The sold products wrapped or provided with a label of guarantee must have returned as is. Any return must be necessarily preceded by the agreement and the attribution of a number of retraction obtained with Auto-Line Engineering and to be returned to the following address: Auto-Line Engineering Sàrl, ch. de Valerette 1, Case postale 488, 1860 Aigle (VD), Switzerland. Phone. 0041 24 466.44.29

In defect, the parcel will be refused. The repayment of the value of the article - under deduction of the expenses of treatment - will intervene at the latest in 30 days according to the date of reception of the parcel in return.

Only the french edition of the terms and conditions are valid.

