General Clause

These General Conditions (hereinafter called « GC ») concern the items or services sold on the FINA website, i.e. FINA Shop (hereinafter called “Website”) and govern the contractual relation between the customer (Customer) and the Fédération Internationale de Natation (FINA).

The offers of items and services online are valid only if there are displayed on the Website and are subject to availability and/or while quantities last.

FINA reserves the right to limit order quantities for a given product.

The descriptions and pictures of the items on the Website are provided solely for the sake of information and are not part of the contractual conditions.

Any commercial use of the items as, including but not limited to, the resale, is strictly forbidden.

Completion of sale and payment

An Order is placed once the Customer has clicked on “OK” in his shopping cart to confirm the purchase

With the placing of an Order, the Customer expressly agrees with the GC which apply to items and services offered on the Website.

The contract comes into force with the placing of the Order by the Customer and its e-mail confirmation by FINA.

FINA reserves the right to refuse an Order of a Customer, notably if it there is any disagreement with a Customer.

The Customer commits himself to provide correct information when ordering.

Persons who have not the legal capacity confirm to act with the consent of a legal representative.

Purchases can be paid for by credit card (VISA, EuroCard/MasterCard) or by bank transfer. The transaction fees are at the Customer's charge.

Prices

Prices are indicated in Swiss francs, unless otherwise stipulated.

Prices do not include VAT, fees for the packing and fees for shipping and handling.

Import customs duties are born by the Customer.

The price of the purchase is indicated on the confirmation sent by FINA.

The price of the purchase is immediately due for payment on Order.

FINA reserves the right to modify the prices at any moment but the invoiced prices for delivered

items are those in force on the date of the order and stipulated on the order confirmation.

Delivery

The items ordered are shipped to the delivery address that the Customer enters on purchase.

The delivery will take place within approximately 10 working days after the receipt of the Customer's payment.

FINA shall inform the Customer of any delay in shipping, but shall not be subject to a late fee.

In case of a new delivery, or a change of destination during the delivery, due to an erroneous delivery address given by the Customer, he shall bear the shipping costs.

The Customer may choose standard or express delivery.

Standard delivery is charged with the following shipping fees:

Zone A: Europe and Switzerland CHF
Zone B: America CHF
Zone C: Africa and Asia CHF
Zone D: Oceania CHF

Express delivery requested by the Customer is charged with extra fees.

Return and Complaint

After the delivery, the Customer shall immediately verify the item in order to notify FINA of possible mistake, defect or nonconformity. The notification shall be done by written on the email address of the Website within the 5 days after the delivery.

The Customer shall not return the items prior to the receipt of a formal confirmation of return-acceptance from FINA.

The items ordered by mistake shall not be taken back or reimbursed.

In case of an accepted return, the shipping fees are born by the Customer.

In case of the item is incomplete, damaged or soiled by the Customer, FINA shall not take it back.

The exchange or the refund of multimedia items is only possible in its original and not opened packaging.

The responsibility of FINA is limited to the replacement of the item.

Data protection

All personal information provided by the Customer is treated with absolute confidentiality.

The Customer agrees that FINA shall pass on the personal Customer data to a third party only to the extent that they are needed to execute the order or the payment and to deliver the item.

The Customer agrees that FINA may use its information to improve its services and to put together better offers.

Secure Shopping Guarantee

For payment by credit card FINA enforces safety standards required by VISA (Verified by VISA) and Master Card (MasterCard SecureCode) through a payment service provider.

The private information and credit card related information's are encrypted using SSL server technology before being transmitted on the internet.

Cancellation clause

A non-performance, partial or total, of the Customer's obligations as well as a non respect of a deadline may lead to the suspension of a delivery and the enforceability of the payment, or to the resolution of the agreement.

The Customer shall bear the expenses incurred due to the suspension or cancellation.

Amendment

FINA reserves the right to modify the GC at any time. The amendments shall be published on the Website.

Partial nullity

The nullity or invalidity of one or more provisions of this GC does not affect the validity of the rest of provisions. In this case, FINA will replace such provision by a new provision with an economical meaning as near as possible of the original provision.

Applicable law and Jurisdiction

This contract is governed by Swiss Law.

In case of dispute, Lausanne (Switzerland) has legal jurisdiction.