

ARTICLE 3 : PRODUCTS AND SERVICES OFFERED

The products and services offered on the websites are described and presented as accurately as possible. The Company reserves the right to modify or withdraw any product or service at any time without prior notice.

New products: Covered by legal and/or manufacturer warranties depending on the case.

Used products: Sold "as is," with or without warranty, as specified in the product description.

ARTICLE 4 : PRICES

All prices listed on the websites are in euros (€) and include VAT, unless otherwise stated.

Delivery, installation, or any other additional fees are indicated prior to order confirmation.

The Company reserves the right to change its prices at any time. However, the price applied to the Client will be the one in effect at the time of order confirmation.

ARTICLE 5 : ORDERS AND PAYMENTS

Orders are considered firm and final upon payment confirmation.

Accepted payment methods:

- Credit card (via a secure payment platform)
- Bank transfer (A detailed invoice will be sent by email after order confirmation)

ARTICLE 6 : DELIVERY

Ordered products are delivered exclusively to the address provided by the Client during the ordering process.

Delivery times indicated on the websites are for information purposes only.

The Company cannot be held liable for delays caused by third parties or events of force majeure.

Delivery fees vary depending on the type and destination of the products and are specified prior to order confirmation.

ARTICLE 7 : RIGHT OF WITHDRAWAL

In accordance with Article L221-18 of the French Consumer Code, the Client has a withdrawal period of 14 days from receipt of the product to exercise the right of withdrawal.

Exceptions:

- Customized products (e.g., remapping, custom diagnostics)
- Used spare parts and accessories sold "as is"

To exercise this right, the Client must notify the Company by email and return the product in its original condition. Return shipping costs are borne by the Client.

ARTICLE 8 : WARRANTIES AND LIABILITY

The Company guarantees the conformity of new products with their descriptions on the website. Used products are sold "as is," with limited or no warranty, as stated in each product description.

The Company cannot be held liable for:

- Improper use or incorrect installation of products by the Client.
- Any damages resulting from unauthorized modifications.

For services (mechanics, modifications, chiptuning, diagnostics), the Client acknowledges that services are carried out according to their instructions and under their sole responsibility..

ARTICLE 9 : AFTER-SALES SERVICE (ASSISTANCE)

For any complaint, the Client must contact the after-sales service at the following address:

micka.presta@gmail.com.

Terms and response times depend on the product or service concerned.

ARTICLE 10 : PERSONAL DATA PROTECTION

The Company is committed to respecting the confidentiality of personal data collected on its websites, in accordance with the General Data Protection Regulation (GDPR).

Collected data is used solely for order processing and customer relationship management.

ARTICLE 11 : APPLICABLE LAW AND DISPUTE RESOLUTION

These GTCS are governed by French law.

In case of a dispute, an amicable solution will be sought before any legal action.

If no agreement can be reached, the competent courts will be those of the Company's registered office.

ARTICLE 12 : ENGINE REMAPPING AND MODIFICATIONS

The Company offers ECU remapping (chiptuning, deletion services) and various modifications, including but not limited to:

- Chiptuning (Stage 1, Stage 2, Stage 3, and higher)
- FlexFuel conversion to Superethanol E85 or other fuels
- Diesel particulate filter (DPF/FAP/GPF/OPF/PFF) deletion
- EGR/AGR valve deletion
- Catalyst (CAT) and Lambda sensor deletion
- AdBlue system deletion and other additive systems
- Specific options: Pop & Corn, Pop & Bang, HardCut, FLAPS, DTC, DSG, NOx, MAF, Start & Stop, Vmax removal, etc.

Client Responsibilities:

1. These services may result in modifications rendering the vehicle or machine non-compliant with applicable regulations, particularly regarding environmental standards and road approval requirements.
2. By accepting these services, the Client acknowledges full awareness of the potential legal and administrative consequences, including:
 - Prohibition from public road use for non-compliant vehicles
 - Administrative or criminal penalties in the event of inspection by competent authorities.
3. The Client assumes full responsibility for any modifications performed and their use, whether on public roads or in private settings.

Company Liability Disclaimer:

The Company acts solely as a technical service provider and cannot be held responsible for consequences related to the use of modified vehicles or machinery.

The Client agrees to:

- Use modified vehicles in compliance with local laws.
- Inform any future buyers of the vehicle about the modifications performed.

This clause applies to all modification and optimization services provided by the Company.

Mr MARAN Mickaël

Managing Director, SAS MiCka-Prestations

