



Legal informations

Please read these legal notices carefully of this site before browsing it. By login to this website, you unreservedly accept these terms and conditions.

Site editors

Article 1 - IDENTITY OF THE SELLER

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SARL au capital de 514 250 Euros - Siren 414288563

Article 2 - PREAMBLE

These General Conditions of Sale (hereinafter « the GTC ») are intended to define the conditions and terms of sale of products offered by Mouchette (hereinafter « the Products ») from its Website www.m-mouchette.com (hereinafter « the Website »). An order can only be placed by a customer residing in mainland France (including Corsica) or in the EU (hereinafter « the Customer»).

The Customer only purchases the Products as strictly personal. They is therefore prohibited to buy the Products for resale or any other professional use. Any order placed by the Customer implies full right, without restriction or reservation, its acceptance irrevocable of the GTC. Thus, only the provisions of these GTC are binding between Mouchette and the Customer, the exclusion of all others.

Mouchette reserves the right to modify its T & Cs at all moment, without notice. The new version of the GTC is applicable to orders placed as of their placing online on the Website. Mouchette thus recommends its Customers to regularly take note of the latest version of the applicable T & Cs.

Article 3 – PRODUCTS

3.1 CHARACTERISTICS

The essential characteristics of the Products marketed by Mouchette are described on the Website www.m-mouchette.com. The products offered comply with the French legislation and the standards applicable in France. There are no spare parts for our products.

3.2 AVAILABILITY

The Products are available for purchase within the limit of stocks available. When a Customer places an order on the Website, they are informed of the availability of Products they want to order. However, if a Product ordered by the Customer would subsequently prove unavailable, Mouchette will inform the Customer by email in a brief time limit.

Since then:

- if all the Products covered by the order are unavailable, the order will then be automatically canceled and the Customer's bank account will be credited to later within 14 (fourteen) days of validation of their order,
- if certain Products only subject to the order are unavailable, the customer can then choose to replace the missing product, maintain its order or cancel all or part of their order.

3.3 QUANTITY

www.m-mouchette.com is a retail site. Mouchette is not intended to sell the Products to the Customer offered in quantities exceeding the usual quantities intended to meet the private needs of the Customer.

Article 4 - LEGAL GUARANTEES AND GUARANTEE COMMERCIAL

4.1 LEGAL GUARANTEES

All products supplied by Mouchette benefit from the legal guarantee of conformity provided for in *Articles L. 217-4 to L. 217-13 of the Consumer and Guarantee Code* relating to the defects of the thing sold under the conditions provided for in *articles 1641 to 1648 of the Civil Code and 2232 of the Code civil*. These articles are reproduced below:

Article L217-4 of the Consumer Code

The seller is required to deliver goods in accordance with the contract and responds to any lack of conformity existing during the deliverance. It also responds to any lack of conformity resulting from packaging, assembly instructions or installation when it has been charged to it by the contract or has been carried out under its responsibility.

Article L217-5 of the Consumer Code

To comply with the contract, the good must:

- Be suitable for the use usually expected of a good similar and, where applicable: - correspond to the description given by the seller and possess the qualities that it presented to the buyer in the form of a sample or a model;
- present the qualities that a buyer can legitimately wait in view of the public statements made by the seller, by the producer or his representative, in particular in advertising or labeling;
- Or present the characteristics defined in common agreement by the parties or be fit for any special use sought by the buyer, brought to the attention of the seller and that the latter has accepted.

Article L217-12 of the Consumer Code

The action resulting from the lack of conformity is prescribed by 30 days from delivery of the good.

Article 1641 of the Civil Code

The seller is bound by the guarantee for defects hidden from the thing sold that make it unfit for the use for which it is intended, or which decrease so much this use that the buyer would not have acquired, or would have given a lower price, if they had known them.

Article 1648 of the Civil Code paragraph 1

The action resulting from the crippling defects must be brought by the purchaser within 30 days of the discovery of the defect.

4.2 COMMERCIAL GUARANTEE

The commercial guarantee means any commitment contractual of a professional towards the consumer for the reimbursement of the purchase price, replacement or repair of the good, in addition to its legal obligations. The commercial guarantee means any commitment contractual of a professional towards the consumer for the reimbursement of the purchase price, replacement or repair of the good, in addition to its legal obligations aimed at ensuring the conformity of the property. No commercial guarantee is given by Mouchette.

4.3 CUSTOMER RIGHTS REMINDER

It is therefore recalled that when acting as a legal guarantee of compliance, the Customer:

- has a period of 30 days from the deliverance of good in order to act;
- can choose between repair or replacement of the well, subject to the cost conditions provided by *Article L. 211-9 of the Consumer Code*;
- is exempt from providing proof of the existence of the lack of conformity of the goods during the 30 days following the deliverance of the good.

The legal guarantee of conformity applies regardless of the commercial guarantee possibly granted. The Customer can also decide to implement the guarantee against hidden defects of the thing sold within the meaning of *Article 1641 of the Civil Code*. In this case, it can choose between ending the sale or reducing the sale price in accordance with *article 1644 of the Civil Code*.

Article 5 - PRICES AND TERMS OF PAYMENT

5.1 PRICE

The price of the Products is invoiced to the Customer on the basis of price in effect at the time of the order. Mouchette reserves the right to modify its prices at any time moment, without notice. The new rates are applicable to orders placed after they are put online on the Website www.m-mouchette.com. The price of the Products sold on the Website is indicated in Euros, including tax. The prices do not take into account the delivery costs. The delivery costs are fixed. The amount of the delivery is indicated to the Customer before the validation their order.

5.2 TERMS OF PAYMENT

Payment of the order (price and delivery costs) is carried out only: - by credit card CB - VISA and MASTERCARD. The Customer's bank account is debited at when the order is confirmed.

5.3 SECURITY OF PAYMENTS

The website www.m-mouchette.com includes a SSL security system. The Website www.m-mouchette.com uses the secure payment system MONETICO and is coordinated with the banking organization CIC. The customer can also pay for his order via Paypal, without requiring the obligation to create an account.

As part of its policy of verifying orders and the quality of payments, Mouchette can ask the Customer for a copy of an identity document as well a proof of address. The order will then be validated only after receipt and verification of documents provided by the Customer. The Customer guarantees that they have the authorizations possibly necessary to use the mode of payment chosen by them during the validation of their order.

5.4 INVOICING

A detailed invoice, printable from the Customer, is accessible from the delivery of the Products orders.

5.5 DISPUTE OR REFUSAL OF PAYMENT

These conditions are governed by the French law and any dispute or litigation that may arise from the interpretation or execution of these will be exclusive jurisdiction of the courts on which one of the two publishers of the Website implicated. The reference language, for the settlement of possible disputes, is French.

In case of refusal of payment opposed to Mouchette by a banking organization, Mouchette reserves the right to suspend the management and delivery of the order disputed or to refuse or cancel the Customer's order with which there is already an ongoing dispute relating to the payment of an order.

Article 6 – ORDER

Before any order, the buyer must create an account on the site www.m-mouchette.com. The account creation section is accessible directly from the side menu bar. At each visit, the buyer, if they wish to order or consult their account (order status, profile, etc.), must identify themselves using this information. Orders are exclusively made on the Website www.mmouchette.com following the instructions contained therein for this purpose.

As a reminder, the Customer declares to have read and have accepted the GTC before formalizing their order.

Any order validated by the Customer by the procedure of "double click" placing the order and possibility of modify before confirming it by clicking on the button VALIDATE and PAY) constitutes an irrevocable acceptance of the order subject to specific provisions of the GTC such as the right of withdrawal or unavailability of stocks.

Data recorded by Mouchette and its systems information constitute proof of all transactions made by Mouchette and the Customer. Upon validation of their order, Mouchette addresses Customer confirmation email recapitulating their entire order.

Article 7 - DELIVERY

7.1 DELIVERY TERMS

Packages are only delivered in metropolitan France (including Corsica) and in the EU. Deliveries are made via the postal services, according to the Colissimo system, or by any other chosen service by Mouchette. The Products are delivered to the address indicated by the Customer with each order. If the Customer wishes to be delivered to different addresses, they must place distinct orders. Mouchette sends a letter to each Customer electronic shipping notification of their order.

7.2 DELIVERY TIMES

Mouchette undertakes to deliver the products in accordance with average delivery time noted on the Website for each of the products. In the absence of a specified deadline, the deadline delivery of the product may not exceed thirty (30) days after confirming the order. An email informs the Customer of any possible late delivery.

7.3 DELIVERY MONITORING

Each Customer can directly follow the processing status of its order by Mouchette on the Website, in the "My Account" section. The Customer can click on the parcel number which will be communicated in the notification email of their order, and which also appears in the "Order tracking" section of the website. La Poste offers a delivery tracking service orders accessible from the site «www.coliposte.net » by entering the parcel number. This service is independent of Mouchette.

7.4 DELAY IN DELIVERY

If the average delivery time is exceeded noted, the Customer may terminate the contract, by registered letter with acknowledgment of receipt or in writing on another durable medium, if, after having enjoin, in the same manner, Mouchette to carry out delivery within a reasonable additional time, this last one did not run within this time. The contract is considered as resolved upon receipt by Mouchette of the letter or writing informing them of this resolution, unless that the professional has complied in the meantime. Customer will then be reimbursed under the conditions listed in paragraph "Reimbursement of Products" of Article «RIGHT TO RETRACT ».

If the average delivery time is exceeded noted indicated to the Customer and if it appears that this was for the Customer an essential condition of contract, the Customer may immediately resolve the contract. This essential condition results from circumstances surrounding the conclusion of the contract or of an express request from the Customer before the conclusion of the contract. In this case, the contract will be considered as resolved upon receipt by Mouchette of the letter or writing informing them of this resolution. In case of resolution for

late delivery of the product (s), Mouchette undertakes to reimburse the Customer for all sums paid, at later within fourteen (14) days of the date on which the Customer has terminated the contract.

7.5 ABSENCE OF RECEIPT OF PACKAGES

If upon delivery to the address specified by the Customer, the latter is not present or refuses the package, the package will be dropped off at the nearest post office, where the Customer can collect it for a period of fifteen (15) days, upon presentation of the passage deposited by the Post Office in their letterbox. At the end of this period of fifteen (15) days, La Poste will return to Mouchette any unclaimed package. If a package is returned to Mouchette for a reason attributable to the Customer, such as an "unclaimed" or "does not live at the address indicated", Mouchette informs the Customer concerned by e-mail. In this case, with the Customer's agreement, the package will be reshipped, the re-shipment costs being borne by the Customer. An email will inform the Customer of the procedure to follow for the payment of these shipping costs. In all other cases, the package will be kept by Mouchette for sixty (60) days. At the end of this delay, Mouchette may decide to destroy the Products thus returned, without notice or formal notice. This destruction does not give the Customer any right to reimbursement, replacement or compensation. The Customer will not be reimbursed for the price of the order or delivery costs.

7.6 PRODUCT DAMAGED ON DELIVERY

In the event that the Products are delivered damaged, the Customer must notify this fact to the Post by registered letter with acknowledgment of receipt within seventy-two (72) hours (working hours) following the parcel delivery. This complaint must be justified and describe in particular the condition in which the Products and their packaging were delivered to the Customer. It is recommended to examine the package in presence of the delivery person and to have any reservations on the delivery note, which the Customer must keep a copy. Within this same seventy-two (72) hour period, the Customer must send a copy of their complaint to Customer Service of the Website www.m-mouchette.com, by e-mail or by registered letter with acknowledgment of receipt, to the addresses listed in Article « Customer Service and Complaints » of the GTC. Mouchette will then contact the Customer by email in order to organize the return of the Products at the expense of Mouchette. In addition, the Customer will have the choice next: - maintain their order and obtain a new one delivery (unless the Product is unavailable), thereby run a new delivery period, or, - resolve the order, Mouchette proceeding to the reimbursement of the price paid under the terms and conditions defined in the "Product Refund" paragraph of Article "RIGHT OF WITHDRAWAL".

Article 8 - RIGHT OF WITHDRAWAL

The Customer has, upon receipt of the products, a withdrawal period of fourteen (14) days to exercise your right of withdrawal, without having to justify yourself, nor to pay penalty, to the address below:

Mouchette
VAL FI
Chemin de la Filature - 76860 Ouville-la-Rivière - FRANCE

8.1 EXERCISE OF THE RIGHT OF WITHDRAWAL

The Customer must inform Mouchette, within the fourteen (14) days of his decision to withdraw in them sending by any written means (mail, email, fax) expressing its willingness to retract.

In the event of an order for several products delivered separately, the Customer has a withdrawal period of fourteen (14) days from receipt of the last product. Return costs are the responsibility of the Customer. These fees are estimated at a maximum of about 30 euros.

Mouchette is committed to doing everything possible to respond to the Customer as soon as possible. When the Customer exercises their right of withdrawal, the Customer undertakes to return the Products at the latest, within fourteen days following the communication of its decision to retract. Otherwise, the right of withdrawal does not produce effect and the sale is final.

8.2 REIMBURSEMENT OF PRODUCTS

The Customer will be reimbursed for an amount equal to the price of the returned Products plus the shipping costs that they have paid for the order denounced, with the exception of additional delivery costs if the Customer has expressly chosen a method of delivery more expensive than the standard delivery method offered by Mouchette. Costs Return of Products, the maximum amount of which is indicated above, will remain the responsibility of the Customer.

This refund will be credited to the bank account from which the payment received by Mouchette was issued. The reimbursement will be made at the latest within fourteen (14) days from the date on which Mouchette was informed of the Customer's decision to withdraw, subject to receipt of the products in good condition or to the supply by the Customer, proof of the actual shipment of the products. Mouchette reimburses using the same means of payment as that used by the Customer when confirming the order, unless the Customer expressly agrees to the reimbursement of the amount by another means of payment and insofar as the reimbursement does not incurs no costs for the Customer.

Article 9 - CUSTOMER SERVICE AND CLAIMS

The Website Customer Service is available to Customers for any information, from Monday to Friday:

- by e-mail: contact@m-mouchette.com
- by mail to the following postal address:

Mouchette
VAL FI
Chemin de la Filature
76860 Ouville-la-Rivière
FRANCE

Mouchette undertakes to do everything possible to respond to the Customer as soon as possible.

Article 10 - RESPONSIBILITY

Mouchette cannot be held liable for any damage of any kind, whether material or immaterial, indirect, or bodily which could result from: - misuse by the Customer of the Products, in contradiction with the uses, the usual rules of caution and the information notices provided, - an inadequacy between the photographs and the texts reproduced illustrating the Products offered and their characteristics, communicated for illustrative purposes and not contractual. Mouchette cannot be held liable in the event of the occurrence of an event of force majeure, that is to say an irresistible and unforeseeable event.

Instructions for use:

- Do not burn your candle for more than 2 hours
- Cut the wick before each use, it must be less than a centimeter, this avoids having a large flame which risks leaving a black deposit in the glass
- Vegetable wax has a relatively low melting temperature and is very liquid, which allows a uniform combustion without the wax hollowing out. However, the wick may tend to pull away from the center of the candle. Do not hesitate to put it back in the center after use when the candle has cooled.
- Do not leave your candle burning unattended
- Keep out of reach of children and animals
- Burn your candle away from drafts, heat sources, ventilation and flammable products
- Do not light your candle on a surface that fears heat
- Stop using your candle when there is only about 2 cm of wax left to avoid overheating the glass which could damage the surface on which you placed it
- To clean the glass once your candle is finished, just let it cool a little bit after your last use, then rinse the wax with hot water. The vegetable wax is easily cleaned with a sponge and soap. All you have to do is throw away the wick holder Mouchette is not responsible for the misuse of its products, it is your responsibility to respect these instructions for safe use.

Article 11 - MISCELLANEOUS

11.1 NULLITY OR ILLEGALITY OF A CLAUSE

In the event that one of the provisions of these T & Cs is deemed null or illegal, the validity and legality of the other provisions will not be affected.

11.2 INTELLECTUAL PROPERTY

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11.3 PERSONAL DATA

Processing of personal data

Confirm your registration and your agreement for the recording and processing of your data. Mouchette only collects your personal data in order to respond to your requests. For this purpose, your personal data may be shared internally. However, these will not be the subject of any other processing, automated decision making process, or transfer outside the municipality, for any other use, without your prior written consent. In accordance with the Data Protection Act, you have a right of access to all of your personal data collected by Mouchette, and have the right to rectify these in the event of inaccuracy, or supplement, as soon as possible.

Cookies

For statistical and display purposes, this site uses cookies. These are small text files stored on your hard drive in order to record technical data about your navigation. Some parts of this site may not be functional without the acceptance of cookies.

11.4 SETTLEMENT OF DISPUTES, MEDIATION, AND APPLICABLE LAW

Limitation of liability

The information contained on this site is as accurate as possible and the site is periodically updated, but may contain inaccuracies, omissions or gaps. If, however, you notice an error, an omission or what appears to be a malfunction, please report it on our contact form, describing the problem as precisely as possible. The photos are obviously non-contractual and cannot represent the authenticity of a business or company. Their only use is to enhance the retro futuristic design of this website.

Disputes

These conditions are governed by French law and any dispute or litigation that may arise from the interpretation or execution of these will be the exclusive jurisdiction of the courts on which one of the two publishers of the site in question depends. The reference language, for the settlement of possible disputes, is French.

Permission to access

Pursuant to this law, Internet users have a right to access, rectify, modify and delete data concerning them personally. This right can be exercised electronically at the following email address: contact@m-mouchette.com. The personal information collected is in no way entrusted to third parties except for the possible proper performance of the service ordered by the user.