

Terms & Conditions

Clever Fire Lighter

1 Scope

These Terms & Conditions are agreed to by the following parties:

The Company « Clever Fire Lighter », based in Pibrac, France, registered to the Chamber of Commerce of Toulouse (France), with the French Company Registration Number 821 286 606, and with the European intra-community VAT (Value Added Tax) number FR 78 821286606,

and,

any individual (natural person or institution) purchasing a Product on the internet website of the company “Clever Fire Lighter” www.clever-fire-lighter.com (referred to as the Buyer).

These Terms & Conditions govern the sale and the purchase of any Product between the company “Clever Fire Lighter” and the Buyer, from the ordering to the customer service, and including payment and delivery.

Both party agree that these Terms & Conditions, available on the day of purchase, govern entirely their association. If a condition becomes inapplicable, the standard rules & regulations relevant to the e-commerce sector for companies based in France then applies.

In case of legal dispute or claim, the Terms & Conditions in French language apply (Conditions Générales de Vente). The English translation of the Terms & Conditions is provided for information only.

2 Pricing

All prices are shown in Euro (€), Value-Added Tax (VAT) included. The prices do not include handling & shipping fees. The prices take into account VAT applicable on the day of purchase. Any change in VAT rate can be applied to the product prices. However, prices cannot be changed once the Buyer’s purchase order has been validated.

All purchase orders, wherever they come from geographically, are payable in euros.

“Clever Fire Lighter” reserves the right to modify prices at any point in time. However Products will be charged based on the applicable prices at the time when purchase order is placed.

The Products remain the property of “Clever Fire Lighter” until the purchase order payment is received in full.

We strongly advise you to keep your invoice. It will be required in case you raise a claim.

3 Validation of Terms & Conditions

The Buyer declares to have read and agreed to the Terms & Conditions before finalizing the purchase order. By placing a purchase order, you signify your agreement to be bound by those Terms &

Conditions. Unless proven otherwise, the data recorded by the website establishes the evidence of the transactions that have taken place between “Clever Fire Lighter” and the Buyer.

4 Availability

Our Product offerings and prices are available within stock quantities. In the unlikely event of a Product being unavailable over 15 days after placing a purchase order, you will be informed by email. If you so desire, you may cancel your purchase order, and you will receive a refund if your credit card has been debited.

5 Purchase order validation

In case of a Product on our catalogue being mispriced (price significantly lower than the actual value of the Product, error generally down to temporary technical problems) or long term unavailability of a Product at a supplier, we reserve the right to cancel your purchase order.

Should such a case occur, the Buyer would be contacted by phone or email by our customer service, ahead of cancellation.

Should you have any question related to your order please contact us on +33 684 79 72 81 (cost of a call to a French mobile) from Monday to Friday 10am-6pm French time, or contact us via the contact form.

« Clever Fire Lighter » reserves the right to cancel or turn down orders from a Buyer with whom a dispute exists, associated to the payment of a previous order.

6 Shipping

6.1 General

Shipping is available to eligible countries at time of ordering. Eligible countries are those for which a delivery option is proposed at the time of ordering. “Clever Fire Lighter » reserves the right to add or remove eligible countries at any time, however a delivery validated through a fully paid purchase order will be fulfilled, even if the country is later removed from the eligible country list.

Deliveries to France will take about one week (bank holidays excluded), between the day when your purchase order is received, and the day when you receive your Product. A certain times of the year (July, August, from 15th of December to 7th of January), the delivery time can increase to 3 weeks.

The above delivery time is not applicable if the Products ordered are unavailable, and are applicable to mainland France only.

For deliveries to European Union, one to two weeks should be added to mainland France delivery times.

For deliveries elsewhere in the world, delivery time can substantially increase. Please contact us if you have not received your Product within 2 months.

If shipping has been delayed over 15 days, and as long as your Product has not been dispatched, you may cancel your order, and you will be fully refunded. We recommend that you contact our customer service for any issue you may have, we will do our best to find a suitable solution for you.

6.2 Delivery issues

You must notify the shipping carrier and “Clever Fire Lighter” any issue you may have with the product as delivered (e.g. damaged or unsealed parcel) within 48 hrs after delivery. Then, per chapter 6.3 below, you may be eligible to an exchange or a refund.

“Clever Fire Lighter” cannot be held responsible for any direct or indirect losses incurred by a delay in delivery, or by the non-delivery, of Products ordered.

6.3 Product Conformity

We will refund or exchange Products with defects, or not consistent with your purchase order. Should this happen, please send us an email describing the issue in detail, and ship the Product back to us. You must notify us of the issue within 8 days of delivery. Any claim received outside of this timeframe will not be accepted. You may then choose to get a new Product or a refund.

Products must be shipped back to us “as delivered” – they must not have been used, and all items must be included (accessories, packaging, user guides). Reverse charge shipping will not be accepted.

Product return is described in section 11, and Product refund in section 12.

6.4 Shipping Cost

Shipping costs are shown on a case by case basis during the ordering process, depending on weight and destination. Several options with varying delays and tracking may be proposed for some destinations

For “Mondial Relay” delivery option, the Buyer has to collect their parcel within 14 days of delivery to the pick-up point. After this period, the order will be shipped back to sender. If not collected within that timeframe, cost of return and re- shipping will be charged to the Buyer. If the Buyer chooses to cancel their order, return costs will be withheld from the refund.

7 Payment

Payment of purchased Products must be done by credit card (Visa, Mastercard) in a single transaction for the full amount.

According to the French law for digital signature from 13th of march 2000, entering your credit card details on-line, and final validation of purchase on-line, constitute legal evidence of purchase order being placed and associated transaction amount being owed by the Buyer.

All credit card data is handled via secured, encrypted servers to avoid frauds.

8 Customs

When ordering Products from us for delivery outside of the EU, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from “Clever Fire Lighter”, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

9 Cancellation

According to French Consumer Law L.121-20, the Buyer can cancel their order and return the Product(s) purchased within 14 days of delivery, for any Product that they are not satisfied with.

A Product can only be returned if it is in a new state, unused, in its original packaging which must also be in a new state, i.e. suitable for retail (except if the 'Money Back Guarantee' is on, see section 10). If that is the case, Clever Fire Lighter will either refund or exchange the Product at no cost to the Buyer, except return shipping cost.

Return shipping cost, as well as shipping cost associated to a new purchase order are payable by the Buyer.

All Products are eligible to refund or exchange, except otherwise stated, for example if Products are customized on the Buyer's request.

Any returned Product that is incomplete, damaged, used or unclean will not be eligible and will be returned to you (except if the 'Money Back Guarantee' is on, see section 10).

Product return is described in section 11, and Product refund in section 12.

10 'Money back guarantee' Offer

"Clever Fire Lighter" may propose, for limited periods of time, a "Money back guarantee" offer. When this offer is on only, the Buyer can cancel their order without giving any reason, within 60 days of purchase, and return the Product. The Product can be used and worn to an extent consistent with the duration of Buyer's ownership, but must be in good condition, undamaged and suitable for further use.

In order to be eligible to the "Money back guarantee" offer, the shop page of the website www.clever-fire-lighter.com must state on the day of purchase that the "Money back guarantee" offer is on.

Return shipping cost, as well as shipping cost associated to a new purchase order are payable by the Buyer.

All Products are eligible to the "Money back guarantee" when the offer is on, except otherwise stated, for example if Products are customized on the Buyer's request.

Product return is described in section 11, and Product refund in section 12.

11 Product Return

Before returning a Product, the Buyer must contact our customer service by email using the contact form, by sending an email to support@clever-fire-lighter.com, or by telephone on +33 68479 72 81 (cost of a call to a French mobile).

Please print your order confirmation email, and place it in the parcel containing the Product being returned, before shipping. These pieces of information are necessary to process your refund. Ship the parcel containing the Product and the printed email to the following address:

SAS Clever Fire Lighter
11 square de l'Eureka
31820 Pibrac
FRANCE

The choice of shipping carrier for returning the Product is yours.

12 Refund

Product refund per sections 6.3, 9 and 10 **Erreur ! Source du renvoi introuvable.** will be performed within 14 days (or less) of us receiving the Product. Refund will be credited to the credit card you used for ordering.

13 Customer Service

For any information or question, please contact our customer service via the contact form, or by sending us an email to support@clever-fire-lighter.com, or by telephone on +33 68479 72 81 (cost of a call to a French mobile).

14 Intellectual Property

All the content of the “Clever Fire Lighter” website, including underlying technology, are protected by author rights and patents, as well as intellectual property rights. Private use is tolerated, unless French intellectual property rights imposes a more restrictive usage. Copying, whether partially or completely, of the website www.clever-fire-lighter.com is strictly prohibited.

15 Liability

The Products offered for sale are compliant with current French laws, and with standards applicable in France and Europe. In particular, “Clever Fire Lighter” is committed to describe as accurately as possible the Products offered for sale. They must be used in accordance to the user guides provided to the Buyer. “Clever Fire Lighter” cannot be held responsible for improper use of its Product, or in the case where the non-fulfillment of its obligations would be attributable either to the unpredictable and unsurmountable doing of a third party to the contract, or to a case of *force majeure* as defined by the French jurisprudence.

Photos and videos shared on the website are indicative and illustrative only. If you would like additional information on our products, please contact the customer service.

In case of purchase for business purposes, “Clever Fire Lighter” will not be responsible for indirect losses (loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) resulting from the Purchase of its Products

16 Guarantee

All of our Products are subjected to the legal conformity guarantee per French law (L211-1 of consumer code of laws) and a guarantee against hidden defects (article 1641), allowing consumers to return products with defects. All of our Products come with a 1-year guarantee.

Beware – our Products will not be considered defective if any form of repair is performed by the Buyer. This guarantee does not cover shocks, accidents, normal wear, abuse and misuse, false move, falls, breakage, improper maintenance, external causes or aging from normal use of the Product.

Your invoice acts as the guarantee certificate. Keep it carefully as it will be required to exercise your guarantee.

If you have any question regarding guarantee, please contact our customer service

17 Applicable Law

These Terms & Conditions are governed and construed in accordance with the laws of France. The competent court in case of dispute is the Toulouse court, France.

This website complies with French laws. Under no circumstances can “Clever Fire Lighter” conform to the local laws applicable to you if you access the website from outside of France. In case of dispute, the French court will be competent.

18 Personal Information

The website www.clever-fire-lighter.com is committed to use your personal information (email, postal address) for the sole purpose of the business relationship with customers and Buyers. According to the French law “Information technology & freedoms”, you may exercise your right of opposition, access, modification and deletion of data relevant to you. You may exercise this right by sending us an email via the contact form.