

TERMS AND CONDITIONS OF SALE

General Terms and Conditions of Sale for products sold on <http://luckybag.fr>

Last updated: 12/02/2016

ARTICLE 1 - PURPOSE

These terms govern the sale of leather goods by the company Lucky Bag.

ARTICLE 2 - PRICES

The prices of our products are listed in euros, including all taxes (VAT and other applicable taxes on the order date), unless otherwise indicated and excluding processing and shipping costs.

If you order from a country other than mainland France, you are considered the importer of the product(s) concerned. Customs duties or other local taxes or import duties or state taxes may be payable. These fees and charges are not the responsibility of Lucky Bag.

They will be at your expense and are entirely your responsibility, both in terms of declarations and payments to the relevant authorities and organizations in your country. We recommend that you inquire about these aspects with your local authorities.

All orders, regardless of origin, are payable in euros.

Lucky Bag reserves the right to modify its prices at any time, but the product will be invoiced based on the price in effect at the time the order is confirmed and subject to availability.

Products remain the property of Lucky Bag until full payment has been received.

Note: Once you physically take possession of the products ordered, the risk of loss or damage is transferred to you.

ARTICLE 3 - ORDERS

You can place an order:

Methods include, for example:

- Online: <http://luckybag.fr>
- In-store: Centre Commercial Avenir - 60 Rue Saint Stenay 93700 DRANCY - Lucky Bag

Contractual information is presented in French and will be confirmed at the latest when your order is validated.

Lucky Bag reserves the right to not process a payment or to not confirm an order for any reason, particularly in case of supply issues or difficulties with the received order.

ARTICLE 4 - ORDER CONFIRMATION

Any order placed on <http://luckybag.fr> implies full acceptance of these General Terms and Conditions. Confirming an order implies full and unconditional acceptance of these terms and conditions of sale.

All information provided and the recorded confirmation will constitute proof of the transaction.

You declare having full knowledge of this.

Order confirmation will constitute signature and acceptance of the operations carried out.

A summary of your order details and these General Terms and Conditions will be sent to you in PDF format via your order confirmation email.

ARTICLE 5 - PAYMENT

Validating your order implies an obligation to pay the indicated price.

Payments are made by credit card through the secure system provided by PayPal.

ARTICLE 6 - RIGHT OF WITHDRAWAL

Returns must be made in their original and complete condition (packaging, accessories, instructions). In this context, your responsibility is engaged. Any damage to the product may defeat the right of withdrawal.

Return shipping costs are at your expense within 30 days.

After receiving the product and verifying its condition, Lucky Bag will proceed with the refund within 14 days of the request notification, using the same payment method used during the purchase.

EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

In accordance with Article L.121-21-8 of the French Consumer Code, the right of withdrawal does not apply to:

- Services fully performed before the end of the withdrawal period and started with the consumer's express prior consent and waiver.
 - Goods or services whose price depends on financial market fluctuations beyond the professional's control.
 - Custom-made or clearly personalized goods.
 - Perishable goods or those likely to deteriorate quickly.
 - Goods unsealed by the consumer after delivery and which cannot be returned for hygiene or health protection reasons.
 - Goods inseparably mixed with other items after delivery.
 - Alcoholic beverages whose delivery is delayed more than thirty days and whose value depends on market fluctuations beyond the professional's control.
 - Audio or video recordings or software unsealed after delivery.
 - Newspapers, periodicals, or magazines (except subscription contracts).
 - Public auction transactions.
 - Digital content not supplied on a tangible medium, if performance has begun with the consumer's prior express consent and waiver of the right of withdrawal.
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ARTICLE 7 - AVAILABILITY

Our products are offered as long as they are visible on <http://luckybag.fr> and while supplies last. For non-stocked items, our offers are valid subject to availability from our suppliers.

In case of unavailability after ordering, you will be informed by email. Your order will be automatically canceled and no payment will be processed.

Moreover, <http://luckybag.fr> is not intended to sell large quantities. Therefore, Lucky Bag reserves the right to refuse orders for more than 50 identical items.

ARTICLE 8 - DELIVERY

Products are delivered to the shipping address provided during the order process, within the time indicated on the order confirmation page.

In the event of a shipping delay, an email will be sent to inform you of the potential impact on the delivery timeline.

In accordance with legal provisions, in case of delivery delay, you may cancel the order under conditions defined in Article L 138-2 of the French Consumer Code. If you receive the product in the meantime, we will proceed with the refund and shipping costs under Article L 138-3.

For deliveries by carrier, Lucky Bag cannot be held responsible for delays due to customer unavailability after multiple appointment proposals.

ARTICLE 9 - WARRANTY

In accordance with the law, the Seller offers two guarantees:

Legal warranty of conformity:

The Seller reminds that the consumer:

- has 2 years from delivery to take action against the Seller
- may choose between repair or replacement of the product, subject to conditions
- is exempt from proving the defect during the first 6 months
- for new goods, this period extends to 24 months as of March 18, 2016
- may also invoke the warranty against hidden defects under Article 1641 of the French Civil Code

Warranty against hidden defects:

Applies to clients residing in France when the purchased product has a hidden defect (not visible at sale), making it unusable or significantly reducing its use.

The claim must be made within 2 years from the defect's discovery. You must notify the seller and prove the product was defective at the time of sale.

The Seller will refund or exchange any apparently defective or non-conforming products. Refund requests must be made by contacting Lucky Bag.

ARTICLE 10 - LIABILITY

The products comply with French legislation. Lucky Bag is not liable for non-compliance with legislation in the destination country. You are responsible for checking import or usage restrictions with your local authorities.

Lucky Bag is not liable for damages resulting from misuse of the purchased product.

Lucky Bag cannot be held responsible for Internet-related inconveniences, such as service interruption, external intrusion, or viruses.

ARTICLE 11 - GOVERNING LAW IN CASE OF DISPUTES

Our complaint and dispute service is available at: support@luckybag.fr
Please provide all necessary details for efficient processing (order number, photos, invoice...).

You may also seek mediation if no response is received after 7 days.

Mediation Center:

Centre de Médiation et d'Arbitrage de Paris
39 avenue Franklin D. Roosevelt
75008 PARIS – FRANCE
Tel: +33 1 44 95 11 40
Fax: +33 1 44 95 11 49
Email: cmap@cmap.fr
Web: <http://www.cmap.fr>

ARTICLE 12 - INTELLECTUAL PROPERTY

All elements of <http://luckybag.fr> are and remain the exclusive intellectual property of Lucky Bag. No one is authorized to reproduce, exploit, distribute, or use any site elements, whether software, visual or audio, even partially, without express written permission.

Simple or hypertext links are strictly prohibited without written authorization.

ARTICLE 13 - PERSONAL DATA

Lucky Bag reserves the right to collect personal and identifiable information about you. These are necessary for order management and service improvements.

They may be shared with third parties involved in order processing, execution, and payment.

Data is also stored for security and legal compliance.

In accordance with French law (January 6, 1978), you have the right to access, rectify, and oppose your personal data directly on the website.

ARTICLE 14 - ARCHIVING PROOF

Orders and invoices are archived on a reliable and durable medium as a true copy, in accordance with Article 1348 of the French Civil Code.

These records may be produced as evidence of communications, orders, and payments.