

Pre-sale terms and conditions

These Terms and Conditions of Sale apply as of the Effective Date to any Order placed with Les cadeaux Shop moi ça (“the Seller”) by the Customer. These Terms and Conditions of Sale contain the terms of the legal agreement between the Parties regarding the sale and purchase of the Products. By placing a pre-order, the Customer acknowledges having read and understood the terms and conditions of these Terms and Conditions of Sale and agrees to abide by and comply with them, as well as any and all laws applicable to the sale, purchase and use of the Products.

Presale

Once the pre-sale transaction has been successfully completed, you will receive an acknowledgement of receipt by e-mail at the address you provided during the transaction. The SHOP MOI ÇA team will confirm the details of your order and an estimated shipping date in a second e-mail.

Substitutions and product availability

No modification or substitution of boxes or products by the customer will be accepted during the presale. Everything listed in the product sheet on the website is subject to supplier availability at the time of online transaction confirmation. If a supplier is unable to provide the desired inventory due to a supply problem or delays, SHOP MOI ÇA reserves the right to present substitutions to the customer for approval.

Cancellation or reduction of pre-ordered quantities

The customer has 7 working days from the date of the online transaction to cancel the pre-order without charge. The Customer may reduce up to 10% of the quantity purchased, as the case may be, no later than September 15, 2024 at 23:59. The Customer must send the reduction request with the order number to corpo@shopmoica.ca within the above-mentioned deadlines. SHOP MOI ÇA reserves the right to cancel a pre-order for any reason whatsoever, at its discretion, in particular in the following cases: an error in the price or description of the product, the information provided by the Customer is erroneous or inadequate for any reason whatsoever, if the pre-order is considered suspicious or fraudulent.

SHIPPING

Shipping time

SHOP MOI ÇA cannot guarantee an exact arrival date. The SHOP MOI ÇA representative and the customer will agree on a target arrival range for all boxes within a 1-3 business day window, and SHOP MOI ÇA will make every effort to have all packages arrive within this window. A list of tracking numbers will be sent to the Customer to enable you to monitor the progress of parcels. Due to circumstances beyond our control, once packages leave our workshop, we are dependent on carriers to deliver orders on the agreed date. In the event of a delay attributable to the carrier, we unfortunately cannot guarantee reimbursement of any shipping costs that may have been invoiced. However, in the event of a significant delay, we invite you to contact us by e-mail to discuss possible solutions.

Address verification - Individual delivery

Each address provided to SHOP MOI ÇA must be verified and confirmed by the customer via an Excel file containing all addresses. The file must be submitted and confirmed no later than 10 days before the planned shipping date. Otherwise, shipment will be delayed by one working day for each day of delay. This includes a premise number and company name for all business addresses, and an apartment number for residential addresses. SHOP MOI ÇA will import the address file into shipping software and may reject a list and return it to the CUSTOMER for verification or correction; it is the customer's responsibility to provide the new addresses in a timely manner so as not to delay shipment.

The customer must provide a valid telephone number for each recipient. If the carrier has difficulty locating the address or requires a correction or access code, the carrier will be able to validate this with the recipient directly by telephone. They can also contact them to remind them to collect the parcel should it be redirected to a counter. This greatly reduces the risk of parcel returns.

Shipping outside Quebec and Ontario

All deliveries to remote areas or to provinces other than Quebec and Ontario will be subject to a surcharge, which will be invoiced on the day of shipment.

Parcel tracking - Individual delivery

Packages are generally left at the door, unsigned, or in a local post office box. In cases where the carrier deems it unsafe to leave the parcel at the door (apartment block, busy street, etc.), the carrier will leave a notice to inform the recipient that the parcel will be available at the nearest pick-up counter.

Address errors and returns - Individual delivery

Packages are returned to us after any processing time at the post office counter. In this case, we will notify you upon receipt. A fee of \$15 applies for resending the package a second time. This fee also applies to change-of-address requests once packages are in transit. SHOP MOI ÇA is not responsible for packages not claimed by recipients and will not issue refunds or credits for unclaimed packages. If packages are returned more than two months after the shipping date, they will automatically be donated to a local women's home. This provision applies without prior notice and without any possibility of reimbursement or claim on the part of the customer. This clause aims to support our community while giving a second life to returned products.

Shipping failure or delay

SHOP MOI ÇA shall not be liable for any failure or delay in the performance of its obligations due to strikes, shortages, supplier failure, riots, fires, floods, storms, earthquakes, acts of God, war, government action, labor conditions, or any other cause beyond the reasonable control of SHOP MOI ÇA.

Receipt of goods

The product is deemed to have been received by the Customer upon delivery to the address(es) provided by the Customer. The method of transport is left to the discretion of SHOP MOI ÇA. The Customer remains responsible for the loss, partial or total, of the Products, from the time of taking possession of them, if applicable, even in the case of force majeure.

Returns and refunds

All orders are final and non-refundable. The satisfaction of our customers and gift box recipients is our top priority. Our products are carefully selected and packaged, and we attach great importance to the unboxing experience of our gift boxes. For this reason, every purchase is final. In the event of a problem, please contact SHOP MOI ÇA within 5 days of receipt of the defective package. We ask that you provide a photo of the contents and specify the reason for your dissatisfaction. We will investigate the situation as quickly as possible.

Unforeseen circumstances

Although minimum production lead times are met during “normal” periods, circumstances beyond SHOP MOI ÇA's control may cause delays in turnaround times, including, but not limited to: natural disasters, worldwide pandemics, loss of equipment, or any other ability to operate normally. In such eventualities, a member of the SHOP MOI ÇA team will take the necessary steps to inform the customer of any delays, product substitutions or other disruptions to the mandate and, if necessary, will work with the customer to extend the production period of the order to ensure delivery of the product to the consignees.

This contract shall be governed by and construed in accordance with the laws of the Province of Quebec and Seller and Customer hereby submit to the jurisdiction of the courts of the Province of Quebec.

By signing this contract, you acknowledge having read, understood and accepted all the clauses.

BETWEEN	AND
Les cadeaux Shop moi ça (9378-8685 Québec INC")	
Located at 444 St-René Est à Gatineau, QC J8P 8A9	Situé au
(the « seller »)	(« the Client »)
SIGNATURE:	SIGNATURE:
Signed on DATE	Signed on

Updated May 27, 2024

