

Merde Matches – Terms and Conditions

Effective Date: 01/01/2025

Welcome to Merde. These Terms and Conditions (“Terms”) govern your access to and use of our website, products, and services. By purchasing from Merde or using our website, you agree to be bound by these Terms. Please read them carefully.

1. Eligibility and Age Restriction

You must be at least 18 years old to purchase or use our products. By placing an order, you confirm that you meet this age requirement. We do not knowingly sell to minors.

2. Product Use and Safety

Our products contain real, flammable matches. By purchasing and using our products, you agree to:

- Use matches responsibly and only as intended.
- Keep all matches out of reach of children and pets.
- Strike matches away from the body and flammable materials.
- Never leave a burning match unattended.
- Store matches in a cool, dry, fire-safe environment.
- Follow all safety warnings on packaging and on our website.

Failure to follow safety guidelines may result in injury or property damage. You assume full responsibility for the safe use of our products.

3. Fragrance and Allergen Disclaimer

Our matches are lightly scented using fine fragrance oils from Grasse, France. Due to the nature of perfumery and small-batch production:

- Scent strength and longevity may vary from batch to batch.
 - Individuals with fragrance sensitivities or allergies should exercise caution.
 - We are not responsible for allergic reactions, respiratory irritation, or scent dissatisfaction.
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4. Limitation of Liability

To the maximum extent permitted by law, Merde LLC, its owners, employees, affiliates, and vendors shall not be liable for any direct, indirect, incidental, punitive, or consequential damages, including but not limited to:

- Personal injury
- Property damage
- Allergic reactions
- Loss of profits or business
- Fire or burns caused by misuse

You agree to hold Merde LLC harmless from any claims, losses, damages, or legal fees arising from your use or misuse of the product.

5. No Warranties

All products are provided “as-is” and “as available,” without any express or implied warranties, including but not limited to:

- Warranties of merchantability
- Fitness for a particular purpose

- Non-infringement

We do not guarantee burn duration, scent strength, appearance consistency, or product performance.

6. Returns, Refunds, and Damages

Due to the nature of our products, all sales are final unless the product arrives damaged or defective. In such cases, please contact us within 7 days of delivery at [your email].

To be eligible for a return or replacement:

- Provide photos of the damaged or defective item.
- Product must be unused and in its original packaging.

We reserve the right to deny claims that fall outside of these conditions.

7. Shipping & Risk of Loss

All orders are shipped via third-party carriers. Risk of loss and title for products pass to you upon delivery to the carrier. We are not responsible for delays, damages, or losses caused by the shipping provider.

8. Privacy

Please refer to our [\[Privacy Policy\]](#) for information on how we collect, use, and protect your data.

9. Intellectual Property

All content on our website—including text, branding, images, logos, and product design—is the intellectual property of Merde LLC and may not be copied, reproduced, or used without written permission.

10. Governing Law and Disputes

These Terms shall be governed by the laws of the State of WYOMING, without regard to conflict of law principles.

In the event of a dispute, you agree to:

- Attempt to resolve the dispute informally first.
 - If not resolved, submit to the exclusive jurisdiction of the courts located in Wyoming
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11. Modifications

Merde reserves the right to update or modify these Terms at any time. Continued use of our site and products after any changes constitutes acceptance of the new Terms.

12. Contact Information

For questions or concerns regarding these Terms, please contact us at:

Email: nicholas@merdematches.com