

# Terms and Condition

## Products and Pricing

All products listed on the website, their descriptions, and their prices are subject to change from time to time.

Purchase of a product on the website is subject to availability of stock.

**CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** reserves the right, at any time, to modify, suspend, or discontinue the sale of any product or services with or without notice.

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error, error in pricing or information received from **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** suppliers, **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** shall have the right, post the acceptance of any order, to decline or cancel any such order, whether or not the order has been confirmed and/or you have been charged for such product or service. If you have already been charged for the order and **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** cancels your order, we will refund the amount.

The product specifications (weight, size, colour etc.) mentioned with the product photos displayed are only approximate. There may be a slight variation in the pictures and the respective products.

## Orders and Acceptance of Orders

When you make an order, you are making an offer to purchase, and such offer is subject to acceptance by us. Your receipt (email/SMS/push notification) of an order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time, after receiving your order, to accept or decline or cancel your order (in whole or in part) for any reason whatsoever. We may require additional verifications or information before accepting any order. In the event of a purchase, you will be required to accurately provide the recipient's name and shipping address. You agree that, if **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** cancels all or a part of your order, your sole and exclusive remedy is either that:

(a) **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** will issue a credit to your credit/debit card or bank account in the amount charged for the cancelled portion (if your account has already been charged for the order) or

(b) **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** will not charge your credit/debit card or bank account for the cancelled portion of the order.

For your convenience, **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** accepts Visa, Master Card, Diners Club, Maestro, American Express, Debit Card and PayPal, Digital wallets. Notwithstanding anything contained herein, any and all payments made by above mentioned options, either through payment gateway on the **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** website or through **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** mobile application, are subject to specific terms and conditions of such third party payment gateways.

## Substitution Policy

Every cake we offer is handcrafted and since each chef has his/her own way of baking and designing a cake, there might be slight variation in the product in terms of design and shape. Occasionally, substitution of flavours/designs is necessary due to temporary and/or regional unavailability issues.

In such cases, our experienced team will ensure we deliver the product as close as possible to the description/photograph shown and will only substitute items of equal or higher value.

During festivals, in an event that a gift item that you have ordered is out of stock, we will mail you an option of an alternate product. If we do not hear back from you within 24 hours, we will proceed with sending you the alternate item since we know that you are sending it to your loved one(s) on a special occasion and we would not want anything to dampen the spirit of the occasion.

## Order Modification/Cancellation Policy

Orders are processed immediately, and usually cannot be modified/cancelled. However, in case you want to modify/cancel an order, you can reach us on +91 8910130689 (08:00 hours 21:00 hours, 7 days a week). If the order has not been prepared or is not out for delivery, we will try to modify/cancel the order for you. If the order has already been prepared /dispatched, it cannot be cancelled /modified and you will be charged for the order.

In other cases of order modification/cancellation, please give at least 24 hours notice.

## Order/Delivery Confirmation E-mail and SMS

Shortly after you place an order, you will receive an Order Confirmation e-mail and SMS which will include all the details of your order, including the order number which will be required in the event you need to contact **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**.

In case you have not received an Order Confirmation e-mail and SMS, please call on +91 8910130689 (08:00 hours to 21:30 hours, 7 days a week) or write to us at [sales@cakeandbake.co.in](mailto:sales@cakeandbake.co.in)

You will also receive a Delivery Confirmation e-mail and SMS when your order has been delivered.

## Shipping & Delivery Policy

For perishable items like Cakes and Plants, we attempt delivery of your order only once. In the event the delivery is not executed during the attempt, you shall still be charged for the order and no re-delivery will be possible. We will consider the order executed in the below cases:

- Wrong shipping/delivery address.
- Recipient not available.
- Premises locked.
- Recipient refusing to accept the delivery.

In case if the recipient is not available, he/she can inform the delivery person to deliver the order to the gate/reception/neighbour.

Proof of delivery will be provided in case of any dispute in delivery.

Deliveries are made on Sundays and on Public Holidays for products that are delivered by hand.

If there is no one available at the shipping addresses to accept the delivery of your order at the time of delivery, the order will not be considered late. Hence in such cases, no refunds, cancellations, liability can be made. We will surely try our best as mentioned below-

- Call the recipient to schedule an appropriate delivery time.
- Leave a note on the recipient's door asking them to contact the confectionery to schedule a delivery time.

## Fix Time Deliveries

We cannot commit the exact time for delivery. Subject to the other terms of the Shipping Disclaimer, the order will be delivered +30 or -30 minutes as per selected time.

## Delivery of Courier Products

Notwithstanding anything contained in the Shipping Disclaimer or in the Terms and Conditions, in the event the order is made to deliver through any courier agency or any third party, **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** does not make any representation or warranty in relation to the delivery of such order.

The products will be delivered through Blue Dart or any other courier company and the delivery made by them are subject to the Terms and Conditions of such courier companies.

For products that are shipped using the services of our courier partners, the date of delivery is an estimate. Your order may be delivered a day prior or a day after the chosen date of delivery.

You acknowledge that requested delivery date is non-binding. Estimated delivery date depends on the availability of the product and the destination to which you want the product to be shipped.

Our courier partners do not call prior to delivering an order, so we recommend that you provide an address at which someone will be present to receive the package. The delivery cannot be redirected to any other address.

No deliveries are made by third party courier agencies on a Sunday and Public Holidays.

All courier orders are carefully packed and shipped from our warehouse. Soon after the order has been dispatched, you will receive a tracking number that will help you trace your order.

Courier partners sometimes have some delays due to holidays and strikes.

In case if the recipient is unavailable, we will attempt delivery twice and in case delivery location is incorrect or the recipient refuses to take the delivery, the delivery shall be deemed to have been made. The courier company will attempt to deliver the package twice before the parcel returns back to the point of origin.

In the event the delivery is not executed during the attempts, you shall still be charged for the order.

We will consider the order executed in the below cases:

- Wrong shipping/delivery address.
- Recipient not available.
- Premises locked.
- Recipient refusing to accept the delivery.

In case if the recipient is not available, he/she can inform the delivery person to deliver the order to the gate/reception/neighbour.

## Delivery to Hospitals Policy

The florists in our **Crispbread Confectioneries Private Limited** network are experienced at making deliveries to hospitals. When placing your order, please be sure to include:

Hospital name

Full address of the hospital

Telephone number of the hospital

The name of the recipient

Room number or ward of the recipient

We will send your order in accordance with facility procedures, as most hospitals do not allow florists to personally deliver to individual rooms. Please note that many ICU patients are not permitted to receive flowers. Please check with the hospital before placing your order.

## Delivery to Hotels Policy

The florists in our **Crispbread Confectioneries Private Limited** network are experienced at making deliveries to hotels. However please be aware to make the following information available:

Hotel name

Full address of the hotel

Telephone number of the recipient and the hotel

The name of the recipient

Room number of the recipient

Name of Tour Company, if applicable

If the recipient has not checked in at the hotel on the delivery date, the order will be left at the reception and the order will be assumed as executed. If the person has checked out of the hotel by the delivery date, the order will be assumed as executed and no refund will be made in such cases.

## Delivery to Wedding Halls/Marriages Policy

For delivery of order items to Wedding Ceremonies/ Marriage Halls, we may not be able to assure the delivery to the bride and/or bridegroom. However, we shall ensure that the delivery is made to one of the responsible member of host.

## Delivery to Hostels/PG/Cantonment/Enclosed Premises

Our florists are experienced at making deliveries to hostels/PG/Cantonment/Enclosed Premises. However, please be aware to make the following information available:

Hostel name

Full address of the hostel

Telephone number of the recipient and the hostel

The name of the recipient

Room number of the recipient

The recipient needs to either come to the gate of the premises to collect the delivery or send someone on his/her behalf after coordinating with the delivery person. The order can be handed over to security/any other responsible person or the order will be left at the reception and the order will be assumed as executed.

## Delivery at Remote Locations and Towns

Orders can be delivered only in the cities mentioned in the List of Serviceable area.

Please note that cakes and other perishable products are sourced locally at the delivery location.

We can't commit an exact time of delivery.

Correct address and contact number is a must of the recipient for placing the order.

No deliveries would be done on National Holidays. The delivery of the same would be done on the next working day. In case of floods/ heavy rains/ National Bandh/election dates/ curfews/ traffic jams/ festival times/regulated traffic movements or any other impediments that may restrict the delivery of the order. **CRISP BREAD CONFECTIONERIES PRIVATE LIMITED** reserves the right to reschedule the delivery to another date.

The delivery of the products/items ordered will be attempted only once at the address as provided in the order received by **CRISP BREAD CONFECTIONERIES PRIVATE LIMITED**. In the event the delivery is not executed due to any reason whatsoever not attributable to **CRISP BREAD CONFECTIONERIES PRIVATE LIMITED**, the customer shall still be charged for the order and no redelivery or refund will be made by

**CRISPBREAD CONFECTIONERIES PRIVATE LIMITED.** The order will be deemed executed and delivered in the following events:

- Delivery not done due to wrong address.
- Recipient not available.
- Premises locked.
- Wrong/incorrect phone or mobile or extension number / not working / no reply or not connecting /not reachable.
- Recipient refused the products.
- Delivered the product at the Gate/Reception/Neighbourhood.

## Delivery to Hospitals Policy

The confectionery in our **Crispbread Confectioneries Private Limited** network are experienced at making deliveries to hospitals. When placing your order, please be sure to include:

Hospital name

Full address of the hospital

Telephone number of the hospital

The name of the recipient

Room number or ward of the recipient

We will send your order in accordance with facility procedures, as most hospitals do not allow florists to personally deliver to individual rooms. Please note that many ICU patients are not permitted to receive flowers. Please check with the hospital before placing your order.

## Delivery to Hotels Policy

The confectionery in our **Crispbread Confectioneries Private Limited** network are experienced at making deliveries to hotels. However please be aware to make the following information available:

Hotel name

Full address of the hotel

Telephone number of the recipient and the hotel

The name of the recipient

Room number of the recipient

Name of Tour Company, if applicable

If the recipient has not checked in at the hotel on the delivery date, the order will be left at the reception and the order will be assumed as executed. If the person has checked out of the hotel by the delivery date, the order will be assumed as executed and no refund will be made in such cases.

## Delivery to Wedding Halls/Marriages Policy

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## Delivery to Hostels/PG/Cantonment/Enclosed Premises

Our vendors are experienced at making deliveries to hostels/PG/Cantonment/Enclosed Premises. However, please be aware to make the following information available:

Hostel name

Full address of the hostel

Telephone number of the recipient and the hostel

The name of the recipient

Room number of the recipient

The recipient needs to either come to the gate of the premises to collect the delivery or send someone on his/her behalf after coordinating with the delivery person. The order can be handed over to security/any other responsible person or the order will be left at the reception and the order will be assumed as executed.

## Delivery at Remote Locations and Towns

Orders can be delivered only in the cities mentioned in the List of Serviceable area.

Please note that plants, cakes and other perishable products are sourced locally at the delivery location.

We can't commit an exact time of delivery.

Correct address and contact number is a must of the recipient for placing the order.

No deliveries would be done on National Holidays. The delivery of the same would be done on the next working day. In case of floods/ heavy rains/ National Bandh/election dates/ curfews/ traffic jams/ festival times/regulated

traffic movements or any other impediments that may restrict the delivery of the order. **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED** reserves the right to reschedule the delivery to another date.

The delivery of the products/items ordered will be attempted only once at the address as provided in the order received by **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**. In the event the delivery is not executed due to any reason whatsoever not attributable to **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**, the customer shall still be charged for the order and no redelivery or refund will be made by **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**. The order will be deemed executed and delivered in the following events:

- Delivery not done due to wrong address.
- Recipient not available.
- Premises locked.
- Wrong/incorrect phone or mobile or extension number / not working / no reply or not connecting /not reachable.
- Recipient refused the products.
- Delivered the product at the Gate/Reception/Neighbourhood.

## Duplicate Orders

If you have placed two or more identical orders by mistake, please let us know about it. We will give a full refund for the duplicate order, provided that the order has not been prepared or delivered.

If we find that the same order has been made twice, we will try to contact the customer to confirm the order. If the customer is not contactable, we will take the decision on your behalf and that will be final.

## Payment Terms

You agree to pay the price applicable for the product or service on our website at the time you submitted your order (Product Price), the delivery fees for the delivery service you select, if any (Delivery Fees), or any applicable taxes (defined below). You will be solely responsible for payment of all taxes (other than taxes based on **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**'s income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the purchase of the products and services (Taxes) not withheld by **CRISPBREAD CONFECTIONERIES PRIVATE LIMITED**.

All payments are non-refundable (except as expressly set forth in the Terms and Conditions). We reserve the right to charge late fees on all due payments equivalent to the lesser of 1.5% per month on the unpaid balance or the highest rate allowed under Applicable Law. You agree to pay for all collection costs, attorney's fees, and court costs incurred in the collection of past due amounts.

## Communications

You consent to receive communications from us by e-mail, SMS or any other communication made electronically, verbally or physically through post. You agree that all agreements, notices, disclosures and other communications that **CRISPREAD CONFECTIONERIES PRIVATE LIMITED** provides to you by e-mail or in any other aforementioned mediums satisfy any legal requirement that such communications be in writing.

## Feedback and suggestions

At **CRISPREAD CONFECTIONERIES PRIVATE LIMITED**, we make every effort to ensure that you receive excellent products and services. We strive hard not only meet, but exceed your expectations. If, at any time, you experience problems with an order or are not happy with our service, you can call us on +91 8910130689(08:00 hours-21:00 hours, 7 days a week) or write to us at [sales@cakeandbake.co.in](mailto:sales@cakeandbake.co.in)

Your feedback and suggestions are important to us.

Note: Complaints against perishable products like cake, need to be made within 48 hours from the time of delivery, after which we will not be able to register any complaints. Complaints against non-perishable products need to be made within 10 days from the time of delivery, after which we will not be able to register any complaints.

## Returns and Refund Policy

No returns are allowed. However, in case if a wrong or a defective product has been sent, do let us know at the earliest. You can write to us at [info@cakeandbake.co.in](mailto:info@cakeandbake.co.in) or call us at [+91-8910130689](tel:+91-8910130689) (08:00 AM-08:00 PM, Monday-Sunday).

**CRISPREAD CONFECTIONERIES PRIVATE LIMITED** is not responsible and does not guarantee refund for cases where:

- Plants, fruits, sweets, gift products and preserved items are delivered to incorrect address provided by the sender.

- Unsuccessful deliveries arising from the recipient not being present at the time of delivery at the address provided by the sender or the recipient refusing to accept the delivery.
- Product quality problems caused by improper handling of the product.

A full refund for cancellations is allowed if made 24 hours or more prior to the scheduled delivery date.

In the event that we are unable to supply all or part of the order (the product or any substitute product to you at all), we shall notify you as soon as possible and reimburse your payment in full.

Online refund is credited directly through the mode from which the customer has paid the money within 24 working hours. Once processed by **CRISP BREAD CONFECTIONERIES PRIVATE LIMITED**, refund takes 5-7 business days to reflect in your account.

Offline refund is credited once the customer shares the bank details post which it takes 5-7 working days.

## Exchanges

It will not be possible for us to accept any request for product exchanges

## Damaged/Defective Products

If any product received by you is damaged/defective, you can let us know the same. You can call us at +91-8910130689 (08:00 hours 21:00 hours, 7 days a week) or send us an e-mail with the photographs of the same at [info@cakeandbake.co.in](mailto:info@cakeandbake.co.in), within 48 hours of receiving the product. We will either deliver to you the new product or refund the amount to you. Subject to the Terms and Conditions, once refund is initiated by **CRISP BREAD CONFECTIONERIES PRIVATE LIMITED**, it takes 5-7 business days for the refund amount to reflect in your account.