

## **The Cake Store – General Conditions V 1.1**

Welcome to The Cake Store, an online shopping portal provided by The Cake Store. The terms and conditions contained herein along with the Privacy Policy and Agreement regulating our relationship with regard to the use of [www.thecakestore.ch](http://www.thecakestore.ch) by you. You are advised to read this Agreement carefully. If you are not agreeable to any terms and conditions, you should not use this shopping portal. You can use [www.thecakestore.ch](http://www.thecakestore.ch) Shopping Services if you are agreeable to all the terms and conditions of this Agreement in their entirety. If you accept this agreement, it will be a legally binding agreement between you and The Cake Store.(for shopping on [www.thecakestore.ch](http://www.thecakestore.ch) ).

Please be informed that in the case of a dispute the English version of these terms and conditions will apply.

**Definitions:** "Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy and will include the references to this Agreement as amended, supplemented, varied or replaced time to time. [www.thecakestore.ch](http://www.thecakestore.ch) or the "Site" means the online shopping portal owned and operated by The Cake Store, which provides a platform to the shoppers to buy the products listed on site. "Vendor"/"Seller"/"Affiliate" shall mean the person or any legal entity who offers for sale, sells the products or services on [www.thecakestore.ch](http://www.thecakestore.ch) .

"Customer" / "Buyer" shall mean the person or any legal entity who accepts the offer for sale on site by placing an order for and or purchases any products offered for sale on the site."User" / "You" means and includes you and/or any person or an entity including Vendor/Seller/Affiliate using or accessing the services provided on this Site.

**Eligibility:** You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not

competent to contract under the applicable laws, rules and regulations.

**Term of Agreement/Service:** This Agreement shall continue to be in full force and effect for so long as you are using the site. The site provides the online shopping platform wherein the Users can purchase/buy the products and services listed on it pursuant to the terms and conditions set forth below. By clicking on the “Confirm” button, you are agreeing to use the Services in a manner consistent with and abide by the terms and conditions of this Agreement, our Privacy Policy, and with all applicable laws and regulations. Either you or The Cake Store may terminate the agreement at any time, with or without cause. However, The Cake Store reserves the right, in its sole discretion, to terminate your access to the products and services offered on the site or any portion thereof at any time, without notice.

**Modification of Terms and Conditions:** The Cake Store may at any time modify the terms and conditions contained on the Site without any prior notification to you. You can access the latest version of the Terms and Conditions at any given time. You should regularly review the Terms and Conditions. In the event the modified Terms and Conditions are not acceptable to you, you should discontinue using the site. However, if you continue to use the site you agree to accept and abide by the modified Terms and Conditions.

**Registration Details:** To use the Site you may have to register with The Cake Store. As a part of registration process you agree to provide The Cake Store, your current, complete, and accurate registration information (the "Registration Details") and to maintain and to update this information as required to keep it current, complete and accurate. If you provide any information that is untrue, inaccurate, not current or incomplete or if The Cake Store has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Cake Store has a right to indefinitely suspend or terminate your membership and refuse to provide you with access to its Site.

You shall be responsible for maintaining the confidentiality of your password, which you will not be under any obligation to reveal to any

representative or agent of The Cake Store. You agree and grant The Cake Store a right to use your individual Registration Details for sending advertisements and other offers. You shall notify info@thecakestore.ch of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password.

**Online Shopping Platform:** You further agree and undertake that you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site. The Cake Store accepts no liability for any errors or omissions, whether on behalf of itself or third parties. The address at which delivery of the product ordered by you are to be made (in case you are eligible for delivery) should be correct and proper in all respects. After sending a confirmation of the order of the Buyer, The Cake Store shall arrange for the pick up in Adliswil or the delivery of the product to the recipient at the shipping address provided by the Buyer. Any and all orders placed by you on this Site are a firm commitment to purchase and you are obligated to complete the transaction and not contest it in any way. Before placing an order you are advised to check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description. In case of a cancellation please refer to Cancellations and returns of these General Conditions.

The Cake Store takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Sometimes, this website may also include links to other websites which are provided for your convenience to provide further information. They do not signify that we endorse the website(s) nor do we have any responsibility for the content of the linked website(s).

**Delivery:**

In case you are eligible for delivery and you do not want to make use of it, The Cake Store shall not do any kind of refund for the amount of the delivery.

In case you are not eligible for delivery, The Cake Store shall not compensate the Buyer/User for the delivery.

### **Ordering Lead Time**

At The Cake Store, you can buy our freshly baked cakes and pies when you place an advanced order by phone, web site or email.

Birthday Cakes and Cookies: Your order must be placed at least 5 working days in advance of the pick up/delivery otherwise it can't be guaranteed. Your order is only guaranteed with our written confirmation per email. In case you need your order before the stipulated time please contact us. Depending on our production line we might be able to produce your order.

Other "The Cake Store" products: All orders must be placed at least 2 working days in advance otherwise it can't be guaranteed. Your order is only guaranteed with our written confirmation per email. In case you need your order before the stipulated time please contact us. Depending on our production line we might be able to produce your order.

Orders received after 5pm Monday-Friday or received at any time on Saturdays, Sundays and Bank Holidays, will be treated as having been received at 9am on the next working day. It is from this time on our ordering time rules apply.

### **Prices**

Our prices are displayed in our web site. For any other price inquiry please contact Andrea Felix on [info@thecakestore.ch](mailto:info@thecakestore.ch) for a personalized quote.

We reserve the right to amend the price of any item or to withdraw an item on sale at any time, regardless if an order exists for an item.

Prices inclusive of 2.5 % VAT.

### **Minimum Orders**

There is no minimum order of our products if you collect it.

### **Payment**

We require that you pay on collection or upon delivery of your order, in cash. You can also make a wire transfer with 48 hours in advance to our Bank Account. Please send an email to [info@thecakestore.ch](mailto:info@thecakestore.ch) to request our Bank details. We do not accept any other payment method.

### **Cancellations & Returns**

Birthday Cakes and Cookies: Cancellation made 10 days or more before the pick up/delivery date, will be free of charge. Cancellation made 9 days or less before pick up/delivery date will incur 100% of the agreed price.

Any costs of specialized material/ tools, specifically bought in for the customer's order, which at that point is already organized by The Cake Store, will be charged at full price.

Other "The Cake Store" products: Cancellation within 24 hours before the pick up/delivery date will incur 50% of the agreed price. Cancellation within the same day of delivery will incur 100% of the agreed price.

### **Delivery & Collection**

To apply for delivery, orders must be above CHF 60 and be within our delivery

area (Horgen, Thalwil, Langnau am Albis, Gattikon, Adliswil, Ruschlikon, Kilchberg). For other locations, please request delivery cost at the time of order at [info@thecakestore.ch](mailto:info@thecakestore.ch)

To collect your order, please get in touch with us to organize pick up. Call us at 079 677 5534 Andrea Felix or 078 625 7608 Vanina Fatone. Collection town is Adliswil.

### **Storage & Expiration Dates**

Some of our products include cream cheese and need to be refrigerated.

Most of our cakes may be refrigerated for up to 5 days or frozen for up to 6 months. Please contact [info@thecakestore.ch](mailto:info@thecakestore.ch) for more information.

### **Ingredients & Dietary Information**

Our Products include dairy products and gluten unless declared differently. We use flour and chocolate that may contain traces of nuts. Raw eggs should not be used in food prepared for pregnant women, young children, or anyone whose health is compromised. For further information about our ingredients please contact us via email at [info@thecakestore.ch](mailto:info@thecakestore.ch) or call us at 079 677 5534 Andrea Felix or 078 625 7608 Vanina Fatone

### **Suspension due to non-compliance with Agreement :**

Notwithstanding other legal remedies that may be available to The Cake Store, The Cake Store may in its sole discretion limit User activity by immediately removing User listing either temporarily or indefinitely or suspend or terminate User membership, and/or refuse to provide User with access to the Site,

- If the User is in breach any of the terms and conditions of this Agreement;
- If the User has provided wrong, inaccurate, incomplete or incorrect information;
- If your actions may cause any harm, damage or loss to the other Users or The Cake Store.

Illegal and/or unauthorized use of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

### **Governing Law and Jurisdiction**

The Cake Store. Is located in Adliswil, Zurich, Switzerland and the laws of Switzerland shall apply. . You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Zurich, Switzerland, in all disputes arising out of or relating to the use of the The Cake Store Sites. Use of the The Cake Store Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold The Cake Store, its subsidiaries, affiliates, directors, officers and employees, harmless any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the The Cake Store Site.

### **Copyright**

Unless otherwise indicated, all content on this site, including text, graphics, images, and logos, is the property of The Cake Store or its content suppliers and is protected by International copyright laws and regulations. In addition, The Cake Store owns a copyright on this site as a collective work or compilation, and in the selection, coordination, enhancement, and arrangement of the site's content. Except as expressly provided herein, The Cake Store does not grant any express or implied right to you. The Cake Store actively and aggressively enforces its intellectual property rights to the fullest extent of the law. The contents of this site are Copyright (c) 2013 The Cake Store, All rights reserved.

## **Trademarks**

The Cake Store and other names, graphics, logos, and icons identifying The Cake Store or its products or services are the proprietary marks of The Cake Store. These trademarks may not be used in connection with any product or service that is not offered by The Cake Store, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits The Cake Store. All other trademarks not owned by The Cake Store that appear on this site are the property of their respective owners.

## **Returns**

After reception of our products, we do not accept returns.

## **Entire Agreement**

These Terms and Conditions, together with privacy policy, and other rules and policies posted on the site, which are hereby incorporated as set forth fully in these Terms and Conditions, constitute the entire agreement between you and The Cake Store with respect to your use of and material available through the site, and they supersede all prior or contemporaneous communications and proposals between you and The Cake Store with respect to this site. Any rights not expressly granted in these Terms and Conditions are reserved.

## **Delivery Policy**

We only sell our products within Switzerland. To apply for delivery, orders must be above CHF 60 and be within our delivery area (Horgen, Thalwil, Langnau am Albis, Gattikon, Adliswil, Ruschlikon, Kilchberg). In case you are eligible for delivery, we will attempt delivery of the items ONCE. In case the delivery is not executed during the attempt, the customer shall still be charged for the order and no redelivery will be possible. We will consider the order as

“executed” in the following cases:

- Delivery not done due to wrong address.
- Recipient not available.
- Wrong phone or Cell or Extension number/ not working / no reply or not connecting / reachable and delivery is not done.
- Recipient refused the products.
- Delivered the product at the Gate / Reception / Neighbour.

## **Copyrights**

The images displayed on the site are indicative in nature. Actual product may vary in appearance, shape or design as per the availability. We reserve the right to substitute the products with equal or higher value in case of non-availability of the desired product.

In case the product is not delivered due to any of the above reasons, the product can be collected at The Cake Store, please contact [info@thecakestore.ch](mailto:info@thecakestore.ch) .

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