

## **The Shameless Bakery Terms & Conditions**

The Shameless Bakery is an online bakery that receives orders through consultations, submissions via our website, phone, e-mail, text, and other media submissions. The Shameless bakery may be referred to as "bakery" throughout our terms and conditions.

### **Orders**

We are an online bakery that receives orders via our website, phone, e-mail, text, and other media submissions. All orders are subject to acceptance and availability of products/services. When an order is received the following information is needed:

- 1) Full Name of customer
- 2) Address of customer
- 3) Phone number to be reached at
- 4) E-mail address
- 5) Delivery Address and delivery instructions if applicable
- 6) Event details if applicable

The order process does not begin until an order confirmation has been relayed to the customer from the bakery. This order confirmation may come as an e-mail, phone call, or posted mail letter.

Orders submitted through the bakery's website's order online feature must allow for thirty six hours for orders. An e-mail confirmation will be sent to the customer that will also include an invoice for payment. Orders cannot be fulfilled until payment is received.

Submitting a form through our website constitutes understanding and agreement to our terms and conditions.

Any order over \$125.00 USD may require a 50% deposit. Deposits are evaluated during the order consultation process. Deposits are non-refundable and non-transferable.

Large orders may require a minimum of two weeks notice. Orders for products that are out-of-stock/sold out may require a one week notice in order to fulfill the order. This is due to the procurement of some ingredients. These times are minimums.

For larger orders (over \$125.00 USD), event orders, and/or custom orders; quotes may be sent outlining the terms of the order for approval before an invoice is sent. Quotes do not represent the final agreement for an order.

Payment made to the bakery represents agreement to the bakery's terms and conditions.

## **Production & Products**

Products made by The Shameless Bakery are produced in a facility with equipment that also processes milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, and soybeans. We do not produce in a gluten free or nut free facility. Our ingredients are made available through our website's product catalog. Ingredient lists can also be requested by contacting the bakery. All delivered products will include a list of ingredients.

Some products may contain trace amounts of alcohol. We utilize a specialized process to ensure our products result in less than half of a percent of alcohol within the final product.

Products may be delivered in a frozen state to aid in transport. Every accommodation will be made to meet delivery at room temperature if so requested by the customer. Products that are at room temperature and cannot be consumed within twenty four hours may be returned to a refrigerator and kept for an additional thirty six hours. Products that are at room temperature are not recommended to be returned to a freezer and frozen for additional shelf life. If products arrive in a frozen state they may be placed in a freezer and can be enjoyed up to thirty days later. To enjoy our products from a cold or frozen state, remove products from a refrigerator or freezer and allow to come to room temperature. This may take up to forty five minutes.

All products will include a "Best By:" date. This date represents when a product must be consumed if left at room temperature.

- Products sold at retail events such as farmers markets may be deemed as for immediate consumption and may not include a "Best By:" date as they are meant to be consumed within twenty four hours.

Products are created to the bakery's quality standards. Products will arrive in a state that is within the bakery's quality standards. The bakery is not responsible for product loss of quality after delivery of the products. A product is considered delivered:

- 1) According to the terms as defined in an event consultation/contract
- 2) When an employee of the bakery hands off products to a customer at a delivery site (to include within a store or at an event such as a farmers market or other retail event)
- 3) When an employee of the bakery hands off products to a customer and has been directed to place the products in a location as deemed by the customer

The bakery is not liable for damage to products or degradation of the product after delivery has been completed.

Decoration requests presented from a picture or photo of a cake produced by any other cake maker, can only be reproduced as our interpretation of that cake and will not be an exact reproduction of the cake in the picture or photo.

Quotes may reference serving sizes and quantities. Serving sizes and quantities are as suggested by Wilton and we also take into other considerations such as filling and decorations. Information regarding serving sizes and cutting guides can be found at the following links:

Wilton Serving Size Guide

<http://www.wilton.com/cake-serving-guide/cms-baking-serving-guide.html>

Wilton Party Cake Cutting Guide

<http://www.wilton.com/party-cake-cutting-guide.html>

Wilton Wedding Cake Cutting Guide

<http://www.wilton.com/wedding-cake-cutting-guide.html>

### **Delivery and Pickup**

As the bakery does not have a storefront, all deliveries and pickups must be coordinated accordingly. The bakery is not responsible for any fees a customer may incur for delivery or pickup of products from the bakery. Pickup of the bakery's products may only be made available at events open to the public.

The bakery will make its best effort to deliver products when promised. The bakery cannot be held accountable or responsible for circumstances beyond its control such as inclement weather, traffic conditions, or obstacles in route to the delivery address or pickup location. Products are to be delivered according to the bakery's quality standards.

In the event of an accident while in route for a delivery and/or determined pickup the bakery will attempt to notify the customer at its earliest possible time following the accident. The priority at the time of an accident is the safety and well being of all those involved.

If the pickup of products cannot occur due to the cancellation of an event the bakery will notify the customer at the earliest possible time in order to coordinate a delivery time or a new pickup time.

If a delivery and/or pickup cannot occur and products cannot be delivered to a customer due to circumstances within the control of the bakery then customers may be offered one of the following options at the bakery's discretion:

1) a partial refund of their order

- 2) a full refund of their order
- 3) a bakery credit towards their next purchase

### **Refunds and Cancellations**

The bakery will make its best effort to ensure customer satisfaction. In the event that a customer is not satisfied with the product and/or service they have received they may request a refund of the service and/or product(s) for their order. Requests must be made in writing either via e-mail or through registered mail. The request does not guarantee a refund or partial refund of the service and/or product(s). Refunds will be evaluated and determined by the bakery.

Refunds will not be issued for products that have incurred damage or degradation after delivery. Refunds will not be given for products that have been consumed or partially consumed.

In the event that an agreement cannot be reached between the customer and the bakery regarding satisfaction and/or a refund; a third party mediation service may be brought in to help settle the matter. The customer may incur the following additional fees if a third party mediation service and/or legal counsel is involved in settling a dispute or in coming to an agreement:

- 1) Time incurred by the bakery to settle the matter
  - 2) Fees imposed on the bakery to settle the matter
- May include attorney fees, transportation fees, logistical fees associated with the dispute

When the bakery is participating in an event that is open to the public and the event is cancelled by the event coordinators, the bakery will alert customers accordingly. Customers who requested pickup of orders from a cancelled event will be contacted to discuss their order.

If the bakery is hosting an event and the event needs to be cancelled; customers will be notified through the bakery's website, e-mail, phone calls, or other media. Refunds, partial refunds, or bakery credits will be evaluated by the bakery.

The bakery is not responsible for any fees associated with customers' travel to and from an event or fees associated with any overhead/third party that may be associated with the event.

In the event a customer needs to cancel an online order that has been placed for delivery the bakery requires immediate notice of the cancellation. The bakery requests online order delivery cancellations are made twenty four hours in advance. If a delivery order is cancelled by the customer the following options will be made to the customer at the discretion of the bakery:

- 1) Reschedule delivery (time and place)
- 2) Partial refund of their order/service
- 3) A bakery credit towards their next purchase

In the event a customer needs to cancel a pickup order that has been placed the bakery requires twenty four hour minimum notice of the cancellation. If a pickup order is cancelled by the customer the following options will be made to the customer at the discretion of the bakery:

- 1) Schedule a delivery time and place (delivery fee may be charged)
- 2) Partial refund of their order/service
- 3) A bakery credit towards their next purchase

In the event a customer needs to cancel an event contract and/or an order more than \$125.00 USD, the bakery requires a one week minimum cancellation notice. Cancellation notices will be evaluated by the bakery and refunds will be considered based on the terms of the contact. Terms of cancellation may vary and the cancellation terms of a contract supersede our bakery terms and conditions.

In cases of inclement weather, hazardous conditions, or conditions that impair an event the bakery will work with the customer and any event parties to complete the order and/or delivery. If inclement weather, hazardous conditions, or conditions force the cancellation of an event by the customer or event venue; the bakery will evaluate the terms of the contract and advise on a refund or new event contract.