

# Terms and Conditions

## California Fresh Catering

### RETAIL TERMS OF SALE

Last Updated: June 2018

In addition to the Terms of Use which govern your use of the [californiafreshcatering.org](http://californiafreshcatering.org) website (this "Site"), these terms and conditions (the "Terms of Sale") govern any retail order or purchase of products ("merchandise") you (the individual completing this order, "you") place through this Site. By placing an order for merchandise through this Site or by phone, you accept these Terms of Sale and agree to be bound by them. Because these Terms of Sale are subject to CHANGE, please review and save a copy of them for your records prior to placing each order. If you have any questions about the Terms of Sale or any aspect of your order, please e-mail our Customer Service Department at [cfc@californiafreshcatering.org](mailto:cfc@californiafreshcatering.org) or call [336-777-0145](tel:336-777-0145).

### ORDER AND ACCEPTANCE

- All listed items on this Site are invitations to purchase and not offers to sell. California Fresh Catering reserves the right, at its sole discretion, to accept or reject the order once you have completed and placed your order.
- Each part of an order that you submit to us constitutes an offer to purchase products. If you have placed your order through this Site, after we receive your order you will receive an email from us confirming receipt of your order, usually in minutes. If you do not receive an email, contact us before you try to place another order for the same

merchandise. You should note that the email that we send to you confirming receipt of your order does not constitute our acceptance of your order.

- If we reject your order because of an error in pricing or other information about the merchandise, we will notify you at the email address / phone number you provided and ask you whether you would like to re-submit your order once we have corrected the error. If we have notified you that we have accepted your order by sending you an order confirmation email, you will not be required to pay more than the price that was displayed on this Site at the time that you placed your order.
- Although it is rare that California Fresh Catering would refuse to accept an order, we reserve the right to deny any order for any reason, including where the following situations arise:

#### **ERROR IN PRICING**

In the event that an item is listed at an incorrect price due to an error in pricing, California Fresh Catering will have the right, at California Fresh Caterings' sole discretion, to reject or cancel any orders. In the event that an item is mispriced, California Fresh Catering may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

#### **ERROR IN BILLING, PAYMENT OR DELIVERY INFORMATION**

Some orders cannot be processed due to an error in information you have provided, which includes, but is not limited to:

- an incorrect credit card or debit card number, expiration date and/or card security value, or information regarding other payment types;
- incorrect billing information (for example, if the billing information you provide is different from information your financial institution has on record);

- an insufficient or incorrect delivery address (including street address, city, state, zip or postal code);
- or any suspected fraudulent information.

### **CANCELLATION POLICY**

California Fresh Catering is happy to cancel any order provided the cancellation is requested no less than 24 hours of the delivery. If notification is received with less than this time frame, we will work with you to minimize the charge.

### **SECURITY POLICY**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for “https” at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 336-777-0145**

or [cfc@californiafreshcatering.org](mailto:cfc@californiafreshcatering.org).

**Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.