

La Patisserie

Fine Cakes & Pastries Inc.

TERMS & CONDITIONS OF SALE 2011

1. To comply with the Food Safety Act and its guarantees of temperature control and traceability, product can only be returned at the time of delivery.
2. All shortages and damaged product are required to be notified in writing within 24 hours of receipt. All damaged goods must be returned to or made available for inspection by La Patisserie Fine Cakes and Pastries Inc.. No claims in respect of shortages or damaged product can otherwise be considered.
3. La Patisserie Fine Cakes and Pastries Inc. reserves the right to amend product specifications and prices at any time and without prior notice.
4. A \$1.50 cake cutting fee applied per cake.
5. La Patisserie Fine Cakes and Pastries Inc. will charge interest on overdue accounts at a rate of 2% per month(26% per annum) . Any NSF cheques will be subject to a \$60.00 fee.
6. All new wholesale clients will be required to fill out a credit application.
7. All new account terms are COD until credit is established.
8. There will be a \$3.00 fuel surcharge added to the invoice of all delivered product.
9. All one time customers and orders totaling under the minimum of \$100.00 will be subject to the following delivery charge based on location
 - o Kitchener/Waterloo \$10.00
 - o Guelph- \$10.00
 - o Cambridge/further \$20.00
10. La Patisserie Fine Cakes and Pastries Inc. will not proceed with any credits without being notified in writing, within a period of 48 hours of receiving product. All requests for credit will be reviewed by management before La Patisserie Fine Cakes and Pastries Inc. agree to release any invoiced claims.
11. It is required that the customer is to give 24 hours notice when canceling an order. No other cancellations can otherwise be considered. The sole exception to accepting a late cancellation would be if the client agrees to take the same product, in full, at a later date but not to exceed 6 business days from original delivery date.
12. Due to unforeseen obstacles within conditions, delayed deliveries are imminent and therefore verbal or written commitments in respect to proposed delivery dates or times are indicative and we will do our best to maintain that integrity of service at all times.
13. Once an invoice has been signed, this is a verification that the product received has traveled well and is the correct product ordered.
14. Any orders that are placed by fax are final. We are not able to cancel the order unless we receive a phone call within 15 minutes of the transmission.
15. Invoices are to be signed to authorize receipt of product only. Any discrepancies are to be called in, and will be rectified with the accounting department and/or order desk before any changes to documentation or account are made.