

# Terms & Conditions

## Acceptance of Terms & Conditions

By ordering from our website, you accept our general terms and conditions, including our Privacy Statement.

## Application

These terms and conditions apply to any provision of goods and/or services by Route 100 Market ("Merchant") to the client.

## Orders

Orders will be deemed to have been placed when an confirmation email has been received by the client. If client does not receive an email confirmation, it is incumbent on the client to contact Merchant and request a copy of the email confirmation.

## Product information

We do our best to make sure that all of the content on our site is correct. However, we reserve the right that unintentional errors may occur.

## Change of product assortment

Merchant reserves the right to change its stock availability on the site and to remove items from the product range before a purchase has been registered.

## Payment

As we are a small company, we offer two different payment methods:

- ❖ US currency. Merchant reserves the right to refuse payment in coins, when a purchase value exceeds one dollar (\$1)
- ❖ Credit card: Visa, Mastercard, American Express, Discover
- ❖ At Merchant's discretion, in-house accounts may be established, net 15 days.

- Delivery. If charges for the order(s) being delivered were not prepaid, client agrees to pay the amount due upon delivery.

## Price changes

Merchant reserves the right to change prices. Prices at the time of placing an order are valid throughout the buying process.

## Cancellation

In view of the nature of the goods and service, orders confirmed by Merchant are not cancelable by the client, unless agreed to by Merchant. Cancellation of an order by the client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the company forthwith. If the client does not pay her/his invoice, the order will be automatically cancelled.

**Delivery**

Deliveries of goods and/or services will be made at an agreed-upon day and time. Client understands and accepts the delivery may be delayed, due to weather, acts of God or other conditions, which prevent or delay delivery.

**Loss or damage**

Merchant will take all reasonable steps to ensure the protection from loss, damage or destruction of the goods supplied to the client (or which may be received from the client).

**Complaints**

All goods are checked for defects. If you receive a product that does not meet expectations, we would love to hear from you, so that we can correct the error. We aim to ensure that all complaints are handled expeditiously. You will need to inform us of your complaints as soon as possible. If the complaints are related to goods which were delivered, you must contact us within one hour of receiving your goods. We will aim to get you an equivalent to the ordered goods. There will be situations where we will ask you to return to us the defective product, in which case we will credit you for your reasonable expenses in this regard. You can contact us by email at: [info@route100market.com](mailto:info@route100market.com).

**Alcohol**

This website promotes the sale of alcoholic beverages. Every customer who wishes to purchase alcohol must be at least 21 years of age; proof of age may be requested, at time of purchase. Alcohol will not be delivered.

**Limitation of liability**

Merchant shall not be liable for any claim, which exceeds the cost of the goods and/or services purchased, arising out of the performance, non-performance, delay in delivery of or defect in the goods and/or services nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the goods and/or services.

**Force majeure**

Merchant will not be liable to the client for any loss or damage suffered by the client as a direct result of the company, its employees or the listed owner from whom the goods or services are derived being unable to perform the contract in the way agreed by reason of cause beyond its control including accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, acts of God or any other unexpected or exceptional cause or circumstance.

**Privacy**

We collect the e-mail addresses of those who communicate with us via e-mail, aggregate information on what pages consumers access or visit, and information volunteered by the consumer (such as survey information and/or site registrations). The information we collect is used to improve the content of our Web pages and the quality of our service, and is not shared with or sold to other organizations for commercial

purposes, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

It is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Service, or as otherwise required by law.

We transfer information about you if Merchant is acquired by or merged with another company. In this event, we will notify you before information about you is transferred and becomes subject to a different privacy policy.

### **Information gathering usage**

When you register with Merchant's online ordering, we ask for information such as your name, email address, billing address, credit card information.

Merchant uses collected information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact, and research.

### **Cookies**

A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a web site's computers and stored on your computer's hard drive.

Cookies are required to use the online ordering service.

We use cookies to record current session information, but do not use permanent cookies. You are required to log-in to your Merchant online-ordering account, after a certain period of time has elapsed, to protect you against others accidentally accessing your account information.

### **Data Storage**

Merchant uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Site. Although we or our vendors and hosting partners own the code, databases, and all rights to the online-ordering application, you retain all rights to your data.

Merchant, its third-party vendors and hosting partners may disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when your actions violate the Terms of Service.

### **Changes**

We may periodically update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address

specified in your primary account holder account or by placing a prominent notice on our site.

### **Website Security**

SSL (Secure Sockets Layer) certificates are an integral part of website security. When you visit a website with SSL the site's SSL certificate enables you to encrypt the data you send, such as credit card information, names or addresses so it can't be accessed by hackers. Merchant's online, ordering application uses 128-bit SSL.

### **Questions**

Any questions about this Privacy Policy should be addressed to [privacy@route100merchant.com](mailto:privacy@route100merchant.com)