Terms and Conditions of Sale

These Terms of Sale relate to the purchase of goods from our Sonic Vegan site (https://www.nofomofoods.co.uk)

- 1. **We are** Sonic Vegan Ltd. Company Number 13218080, registered in England and Wales . We are registered under EC Feed Hygiene Regulation 183/2005 for the manufacture of pet food.
- 2. Goods, Pricing and Availability:
 - a. We make all reasonable efforts to ensure that all descriptions and graphical representations of goods available from us correspond to the actual goods sold. Please note, however, that images of goods are for illustrative purposes only. There may be slight variations in colour, size and shape due to the manufacturing processes used and seasonal availability of ingredients.
 - b. We make all reasonable efforts to ensure that goods are in stock when we accept your order for them. In the event that any goods ordered go out of stock after you have placed an order for them, we will advise you of this and give you the option of either waiting until the goods come back in stock, receiving an alternate product of equal or higher value (at no additional cost to you), or a refund to you for the relevant portion of your order.
 - c. The prices of our goods shown on our site do not include shipping and handling costs. These are shown separately during the "checkout" process.
 - d. All prices are checked by us before we accept your order. In the unlikely event that we have shown incorrect pricing information, we will contact you by email to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply refund the difference due and continue processing your order. If the correct price is higher, we will give you the option to purchase the goods at the correct price or to cancel the affected part of your order. We will not proceed with processing the affected portion of your order in this case until you respond. If we do not receive a response from you within 7 days, we will treat the affected portion of your order as cancelled, make an appropriate refund to you and notify you of this by email.

3. **Payment** for goods and any related delivery charges must always be made in advance and you will be prompted to pay during the order process.

4. Suitability of Goods, Returns and Refunds:

- a. For our food based products, we operate a no quibble refund policy that shall, at all times, be subject to our discretion and subject to "fair use" by you. If you wish to receive a refund for goods, you should contact us at simone@nofomofoods.co.uk within 7 days of receipt of those goods by yourself (unless the goods supplied were faulty, damaged or incorrect in which case clause "c" below shall apply).
- b. For our fresh food products, for reasons of hygiene, we can only provide a refund in the event that the goods we have provided are spoilt or not as described at the time of purchase.
- c. By law, we must provide goods that are of satisfactory quality, are fit for purpose, are undamaged and as described at the time of purchase. If you require a replacement of or refund for any goods that do not meet these conditions, you should contact us at contactus@nofomofoods.co.uk as soon as possible but, in any event, no later than 30 days of receipt of the goods by you.
- d. We may, at our sole discretion, waive our rights to have any refunded goods returned to us.
- e. Refunds will be processed as soon as practically possible by us, but funds may take several days to reach your account due to the nature of the way payment card processors work.

5. Shipping and handling:

- a. We may use several different shipping methods and companies to get goods to you. We will usually a describe the method of shipping at the time of purchase and in some instances, you may have the option to choose the shipping method, which may incur additional charges.
- b. We will use our best endeavours to dispatch our freshly made goods that are in stock within 3-4 working days of receipt of payment from you, so please be mindful of this if ordering for a particular event/function/occasion.

- c. Shipping and handling costs will be shown separately during the checkout process. We may, at our sole discretion, offer free shipping for goods of a certain value, weight or quantity from time to time.
- d. Shipping and handling costs are non refundable.
- 6. **We reserve the right** at our sole discretion not to sell goods to you if we have good reason to believe that your orders are fraudulent, frivolous and/or are for the purpose of "gaming" our refund and returns policy.
- 7. **We will not be liable** for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control (Force Majeure). If any such cause arises, we will take all reasonable steps to minimise any delay in fulfilling our obligations and/or arrange a refund to you.
- 8. **Nothing in these Terms of Sale** seek to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

9. Other Important Terms:

- a. We may transfer (assign) our obligations and rights under these Terms of Sale to a third party. This may happen, for example, if we sell our business.
- b. If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any Court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- c. We may revise these Terms of Sale from time to time. If we change these

 Terms of Sale as they relate to your order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.
- d. These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.

Please see our <u>Privacy Policy</u> for further details relating to how we use your data.

How to contact us

If you have any general questions about our site or this policy, you can contact us through www.nofomofoods.co.uk or by email at contactus@nofomofoods.co.uk

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