

DECADENT WHISK

Terms & Services

Effective Date: May 19,2026 and beyond

Welcome to Decadent Whisk. We are honored to create handcrafted desserts for your special occasions and sweet tooth. Every dessert is made using quality ingredients and artisan techniques. By placing any order with Decadent Whisk, you acknowledge that you have read, understood, and agree to these Terms & Services.

1. Definitions

Throughout this Agreement:

"Bakery," "We," "Us," or "Our" refers to Decadent Whisk.

"Customer," "You," or "Your" refers to the individual placing the order.

"Products" include all cakes, cupcakes, cookies, brownies, pies, pastries, dessert tables, jams, preserves, syrups and other baked goods produced by Decadent Whisk.

"Order" includes all products, customizations, consultations, invoices, mockups and services requested by the customer.

2. Order Acceptance

Orders are not considered reserved until:

An invoice has been issued and 50% deposit has been received. Decadent Whisk confirms acceptance of the order. Decadent Whisk reserves the right to decline any order for any lawful reason, including but not limited to scheduling limitations, unavailable supplies, food safety concerns, abusive behavior, or requests that conflict with our business values.

Orders that are placed during drops and include non- custom and event desserts will be accepted sooner and must be paid the same day order is placed. Pickup days can be scheduled via email, phone, and calendar link.

3. Pricing

Prices are based on several factors, including:

Serving size

Design complexity

Specialty flavors

Premium ingredients

Handmade decorations

Custom artwork

Delivery requirements

Rush production

Holiday demand

Quotes are valid for 7 calendar days unless otherwise stated.

Pricing may change if the customer requests modifications after the quote has been approved.

4. Deposits

A non-refundable deposit is required to reserve production time and your event date.

Unless otherwise agreed in writing:

Custom Orders: 50% deposit

Corporate Orders: 50% deposit

Wedding Orders: 50% deposit

Holiday Orders: Payment in full may be required. Our holiday season starts in September for dates to be scheduled through December of each year.

Because Decadent Whisk immediately reserves production time, purchases ingredients, and declines other orders for your reserved date, all deposits are non-refundable and non-transferable under all circumstances, including customer cancellation. 50% payment is due 14 days before event/ needed date. The remaining 50% is due no later than 7 days prior to event date.

5. Final Payment

The remaining balance is due no later than the date stated on your invoice.

Orders that are not paid in full by the due date may be cancelled .

Failure to submit final payment does not cancel the customer's responsibility for the non-refundable deposit.

No order will be released until payment has been received in full.

6. Payment Methods

Accepted payment methods may include:

Zelle

CashApp \$DecadentWhisk

Paylink (will be sent with invoice automatically for all custom orders)

Returned payments or reversed transactions are subject to applicable fees.

Customers initiating fraudulent payment disputes or chargebacks after receiving products may be subject to collection efforts and legal action.

7. Custom Designs

Each dessert is handcrafted individually.

Because every order is handmade:

Minor variations in color, texture, proportions, and decorative details are normal.

Inspiration photographs and mockups are used only as references.

Decadent Whisk does not duplicate another baker's copyrighted work exactly.

Artistic interpretation is required to recreate inspiration designs while maintaining our own craftsmanship.

By placing a custom order, the customer grants Decadent Whisk reasonable artistic discretion while maintaining the agreed-upon theme, color palette, and overall design.

8. Design Changes

Customers are encouraged to carefully review invoices and order confirmations before approval.

Changes requested after approval may:

Require additional charges;

Delay production;

Not be possible depending on production timelines.

Design changes requested within seven (7) days of pickup are not guaranteed.

9. Flavor Changes

Flavor changes requested after production has begun cannot be accommodated.

Ingredient substitutions may occur only when necessary due to supplier availability while maintaining comparable quality whenever possible.

10. Food Allergies

Decadent Whisk prepares products in a home kitchen where common allergens may be present, including but not limited to:

Milk, Eggs, Wheat, Soy, Peanuts, Tree Nuts and Coconut.

While every reasonable precaution are taken customers with severe food allergies purchase and consume products at their own discretion.

Decadent Whisk shall not be held responsible for allergic reactions resulting from undisclosed allergies or unavoidable cross-contact within the kitchen environment.

11. Texas Cottage Food Notice

Where applicable, Decadent Whisk operates in compliance with the Texas Cottage Food Law and is registered with DSHS and completed TX DSHS license #6 for food handling.

Products are produced in a private residence that is not subject to governmental licensing or inspection.