

## custom cake terms & conditions

Thank you so much for allowing Abstract Flours LLC to be a part of your celebration!

Below are the terms and conditions pertaining to your custom cake order. Please read through the following information and do not hesitate to contact us with any questions or concerns.

### **Deposit**

Payment of a 30% non-refundable retainer is required in order to reserve a date and consider our engagement a contract for services to be rendered. No Order will be booked or prepared until the retainer has been received. Please confirm that all information is correct on the invoice prior to paying your fee.

Please note that by paying the deposit fee, you are in agreement with all of Abstract Flours terms and conditions stated herein.

You and Abstract Flours acknowledge and agree that the Deposit shall constitute liquidated damages and not penalties. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred as a result of a breach of this agreement by you is incapable or is difficult to precisely estimate and (ii) the Deposit bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any such breach.

### **Final Payment**

The remaining balance for your Order is due 3-7 days prior to delivery/pick up. Amount required will be provided at the time of inquiry. Your Order will not be provided if payment is not received on or before such date, resulting in the cancellation of your Order.

### **Cancellations/Postponement**

You are responsible for notifying Abstract Flours of any date changes or your intent to cancel your Order. A credit will be issued for cancellations or postponements communicated more than 10 days prior to the event date. No credit will be issued for cancellations or postponements communicated within 5 days of the scheduled event date and the balance for your Order will also be due and payable.

### **Cake Order & Design Changes**

Design changes are accepted up to 14 days prior to the scheduled event date. Any changes requested after this date cannot be guaranteed and may be subject to additional charges.

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Cake designing is a creative and organic process. Abstract Flours will do our very best to create your selected design as closely as possible to the photo(s) provided. We do not replicate other artists' designs, but will ensure that we provide a similar look. Please note, there are times when the cake designer must make adjustments to the design in the interest of structure, stability, or aesthetics. The goal is not to change the overall design drastically. We understand that each event and celebration is a unique experience and you will receive a custom and personalized cake.

Abstract Flours will routinely photograph Orders and expressly reserves the right to use such photographs for advertising purposes. We will not disclose the identity of clients (photographs of people, last names, event details, contract details) without permission.

### **Pick Up/Delivery/Late Fee**

If you or your representative chooses to pick up and set up your Order you assume all liability and responsibility for its condition once it has left our possession. Abstract Flours is not liable for any damages due to negligence or improper handling (including collapse, melting, pokes, etc.) once your Order has been picked up or delivered (this also applies to Lyft/Uber pick-ups). You are responsible for providing a suitable environment for your Order (away from heaters, direct sunlight, vibrations, people). Cakes are perishable and once taken out of the refrigerator, should be stored in optimal room temperature of 70 degrees or below. Cakes are heavy and require a sturdy table. You will receive care instructions prior to receiving your order.

The pickup location will be in the city of Woodbridge. The precise address will be provided once the order is paid in full. Weekday pickups are scheduled accordingly. Saturday pickups are typically scheduled between 10 am - 4pm. Occasionally there will be room for additional pick up time-slots outside of the permanent hours. Please be considerate of your scheduled pick-up time. Late arrivals must understand that Abstract Flours has the right to leave if the agreed upon time is not honored by the customer.

A late fee will be added to late pickups:  
\$20 for 30 mins past pick up time  
\$50 for 60 mins past pick up time

\*Late fees must be paid before Abstract Flours will release your Order.

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## **Quality**

We pride ourselves on the quality of our products and services. It is important to remember that cakes are a perishable and delicate product. Unfortunately, once you take possession of your Order (via delivery or pick-up), a number of factors relating to the care and transportation thereof may result in the quality being compromised or damage occurring that is beyond our control or responsibility. Care instructions must be followed thoroughly in order to avoid compromising the quality, freshness and design of your Order.

## **Serving Size & Cutting Instructions**

At the time of pick up or delivery, you will receive instructions on how to cut your cake to maximize your servings. Please note that if you do not follow these instructions, Abstract Flours is not liable for any cake shortage. Please be aware that tiered cakes are assembled using wooden skewers for support. Please avoid face smashing for any similar activities that could result in injury.

## **Emergencies/Force Majeure**

Neither party shall be responsible for any failure to fulfill its obligations of this contract due to causes beyond its reasonable control, including but not limited to acts or omissions of government/military authority, acts of God, shortages of materials, transportation delays, fires, floods, pandemics, labor disturbances, riots, or wars provided that such party gives prompt notice to the other of its acknowledgement of this provision and makes a diligent effort to resume its performance upon the conclusion of such force majeure. If Abstract Flours should fail to deliver your Order on the date requested or date agreed upon due to any of the aforementioned reasons, a full refund will be issued to you.

## **Allergies**

Our cakes are prepared in an environment where soy, eggs, gluten, dairy, nuts and other allergens may be present. Please advise us if there are any allergies so that proper care may be taken to avoid them. Although we use best practices to avoid cross contamination, there is no guarantee that the products produced will be free from potential allergens. It is your responsibility to notify guests of any potential allergens. Abstract Flours disclaims all responsibility for allergic reactions or complications as a result thereof.

## **Disclaimer**

We are dedicated to satisfying our client's cake requirements. In the event that you are completely dissatisfied with your Order, please contact us on the day of your event and explain the situation. You must contact us on the day of your event and provide photographs of any issue(s) to be eligible for any compensation, though one is not guaranteed.