

Cocoa Brown Canada Terms & Conditions

CONDITIONS OF SALES

The terms and conditions set forth below are the official agreement for all products sold and ordered through the official site in Canada.

These Terms and Conditions are the official terms of use for Cocoa Brown Canada and its website and mobile website, as well as Cocoa Brown microsites and social media sites, such as Facebook, Instagram and Twitter.

The use of these sites are governed by the TERMS AND CONDITIONS AGREEMENT OF SALE set forth below. Your use of this site or purchase from Cocoa Brown Canada indicates your understanding and acceptance of these terms and conditions to which you agree to be bound by.

Cocoa Brown Canada reserves the right to make changes to these sites and these terms and conditions at any time without any prior notice. You should check this page regularly to take notice of any changes we may have made to the TERMS AND CONDITIONS AGREEMENT OF SALE.

Cocoa Brown Canada is the service provider; it is also referred to as “Cocoa Brown ”, “us” and “we”.

Customer is the person or organisation who purchases or seeks services from Cocoa Brown ; it is also referred to as “you” .

PLACING ORDERS

All orders placed are subject to confirmation and acceptance by Cocoa Brown Canada.

Cocoa Brown Canada may vary prices for received orders in the event of price changes. In the case of price increase, you may cancel the order by giving notice to Cocoa Brown, which must be received within seven days of the price increase notification.

If Cocoa Brown Canada discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund to the credit card with which you made your original purchase.

To minimise errors and improve efficiency, orders should be placed using our on-line ordering system whenever possible. Other forms of ordering are accepted only if our on-line ordering

system is malfunctioning or you have difficulty using it. Other ordering methods include emailing or calling our customer service department.

Quantity in stock does not take into account the orders which are yet to be processed. It is possible that an order placed earlier will receive the stock allocation which was displayed at the time of your order. Inventory discrepancy can also affect the accuracy of the stock status displayed on our website.

Any attempt to cancel an order must be made as soon as possible. Cancellations attempted after the dispatching will result in the customer having to pay the shipping and handling charges on the package and the cost of shipping the package back.

Cancellations may be communicated by email.

Cocoa Brown does not allow or support resale or export of products purchased from this site. All affiliates and third party suppliers must be approved by Cocoa Brown and can be done so by contacting info@cocoabrown.ca . You agree when purchasing from this site that you are doing so for internal use only, and not for resale or export.

PAYMENT

For on-line orders, accepted payments include credit cards (Visa/ Master card/ Paypal).

The title of the goods supplied does not pass to the customer from Cocoa Brown until the full amount is paid to Cocoa Brown Canada.

WARRANTY CLAIM

All goods sold by Cocoa Brown come with a warranty to be free from any defects or faults. This warranty is not transferable.

Goods under warranty cover will be replaced or repaired by the manufacturer.

Warranty only covers the item(s) sold by Cocoa Brown.

All warranties are voided if returned product is found in any way to be mishandled, misinstalled, modified, tampered, abused, physically damaged.

Customer is responsible for any shipping and insurance cost involved in sending the warranty claim goods back to Cocoa Brown. Cocoa Brown is not responsible for any parcel missing in transit, on its return back to Cocoa Brown.

Please see Shipping and Returns page for more detailed information.

DISCLAIMER

Due to changing market forces and other extenuating circumstances that affect product availability, and price stability we reserve the right to withdraw any product we advertise and change prices without notice.

Information contained throughout the web pages and in our database is believed to be accurate and reliable at the time of publishing. There may be misprints, human errors, and omissions. We reserve the right to make changes and corrections in prices, products, and specifications without notice.

Images displayed on this web site should be regarded as illustrative and informational purpose only. The actual products are often not identical to the images.

TERMS AND CONDITIONS — PROMOTIONS

REDEEMING DISCOUNT CODES: Simply enter your discount code in the text box marked “Promo Code” on the ‘My Bag’ page during the checkout process. When a discount code is accepted, it will be applied to your order and will show on the checkout page.

Please Note: Discount codes are case sensitive and should be entered exactly as they appear. Only one discount code may be used per online order and are not to be used in conjunction with any other offer. Discount codes cannot be used when purchasing sale items and cannot be used to discount shipping costs.

Promotional codes cannot be applied after an order has been placed.

PRIVACY POLICY

At Cocoa Brown Canada we respect your privacy. We recognize your need for appropriate protection and management of any personally identifiable information you may share with us. Your use of this site is subject to this Privacy Policy. It is important that you fully understand the conditions of our collection of information and use of such personally identifiable information. For your protection, please take a moment and read this Privacy Policy before using and/or submitting information to or on our website.

NON- IDENTIFIABLE INFORMATION

During your visit to our website, we may collect, store or otherwise accumulate certain non-personally identifiable information concerning your use of this website, such as which pages of our website you have visited. It is important that you fully understand the manner in which we will collect certain information from you and how we will use such information.

PERSONALLY IDENTIFIABLE INFORMATION

During your visit to our website, we may collect, store or otherwise accumulate certain information and/or data that you voluntarily provide to us, such as your name, address, e-mail address, telephone number and other personal information. We do not deliberately sell, share, disseminate, or otherwise distribute your personally identifiable information to external third parties except as provided herein. Certain personal information we collect from you may be used for internal business purposes, such as order placement, marketing plans and to provide you with information we believe may be of interest to you. We may disclose any information that you provide to us, including personally identifiable information, that we determine, in our sole discretion, is necessary to comply with any applicable law, regulation, legal process or governmental request.

CHANGES TO YOUR INFORMATION

If you prefer not to receive information or promotional offers from us, you may opt-out by emailing your contact information to info@cocoabrown.ca.

THIRD- PARTY SITE

Any third-party website linked to or from this website may have different privacy policies and practices. You should review the privacy policies on these other websites in order to determine how each website may use any information you provide.

SECURITY

We use industry-standard encryption techniques when transferring and receiving consumer data exchanged with our website. We have appropriate security measures in place at our physical facilities to protect against the loss, misuse or alteration of information that we may have collected from you at our site. While Cocoa Brown Canada makes every effort to ensure the integrity and security of our network and systems, we cannot guarantee that these security

measures will prevent third-parties from illegally obtaining this information. You agree that Cocoa Brown Canada will not be liable to you, or any third party, and will not indemnify you, or any third party, in any manner whatsoever, for the loss and/or publication of any kind of Personal and/or Non-personal identifiable information that you provide to us.

QUESTIONS OR COMMENTS

If you have questions or comments about our Privacy Policy, please contact us by email at info@cocoabrown.ca.