

Terms and Conditions of Sale

These Terms and Conditions of Sale (these “**Terms of Sale**”) govern all aspects of your purchase of products and services via any JWICC website. In these Terms of Sale, “**you**” refers to you as our customer “**We**”, “**Us**” and “**JWICC**” and “**JW Ice Cream Co**” refers to JW Ice Cream Company Ltd, a limited liability company incorporated in England with its registered address at JWICC 20-22 Wenlock Road, London, England, N1 7GU with company registration number 10876988 and VAT number 287411585. We can be contacted by email: hello@JWICC.com

1. Our Contract

1.1 By placing an order with Us you are offering to purchase a product or service on and subject to these Terms of Sale. All orders are subject to availability and confirmation of the order price.

1.2 JWICC operates a challenge 21 scheme for any products that has alcohol incorporated in the final product produced. Therefore, the person placing the order and the person(s) who are to consume any of the products containing alcohol whether it be Alcolato, Alcobetto or any other product with alcohol we may offer, must be over the age of legal consent for alcohol consumption applicable under the governance of the country it is being consumed.

1.3 When you place an order or complete the payment approval process, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation").

1.4 Our contract for your purchase of products is exclusively with Us and governed by these Terms of Sale, despite any arrangements you may have made or discussions you may have had with any third parties. Please see Section 8 for further details.

2. Cancellation

All refunds will be paid within 7 days of being approved and may be subjected to further deductions from the initial amount being requested to be refunded.

2.1 Except regarding Custom Products as provided in Section 2.3, you can cancel your order for a product at no cost any time providing a minimum of 48 hours prior to the day of deliver and before we send you the Dispatch Confirmation relating to the applicable product. You can do this by notifying us of your cancellation by email: refund@JWICC.com

2.2 Custom Products (i.e. product flavours, prints with branding, designs or other content uploaded or generated) are uniquely created by and for you and are therefore not eligible for return for refund.

Orders for Bespoke Products can only be cancelled;

(a) if no ingredients have been purchased

(b) if the commencement of development has not started

(c) if no product(s) have been produced in association to the custom order, inclusive of the frozen dessert base and or packaging but not limited to.

If any of the above in section 2.2 have been breached, then any possibility of a refund will have the applicable costs of time and material levied against the sum of the potential refund.

2.3.a You must ensure artwork you emailed or upload has been formatted per the spec set out in the design, including but not limited to ensuring you use a high res .PNG, JPG, PSD or TIFF file with a transparent background in sRGB colour format.

2.3.b We print what you upload or supply. We do not check or correct mistakes in your artwork formatting. It is your responsibility to review and approve the order, and understand these terms.

2.3.c You must ensure you have all relevant rights and permissions to reproduce any custom artwork that you upload or supply (e.g. Trademarks, Copyright).

2.3.d We will not print neon, metallic or glow in the dark colours. When you order online if you upload art, colour conversion software will convert to nearest shade in the sRGB gamut, and when printing on a white label, white ink will not be used for any white parts of the design.

2.3.e All sizes and positioning are approximate. Positioning, colour, placement, orientation will vary on screen to the finished product. The final product will be representative - not an exact match - of what you see on screen. Additional variance will occur due to monitors, colour profile, curvature of the pot and proportionality between variety of sizes in your order. Translating solid colour digital drawings onto to printed labels is not lossless:

2.3.f As a bespoke product and consistent with relevant law no refunds or exchanges shall be made on custom products, and any custom order is final. Any remedy in the form of reprinting erroneous orders remains at our sole discretion.

2.4 If a cancellation is requested after a voided delivery in accordance to section 4.2, 4.3 or 4.4, then any refund be subjected to the cost incurred for the initial failed, or voided delivery at the same rates as outlined in section 4.5 being deducted from the final cost to be refunded.

3. Pricing and Availability

3.1 All product pricing is provided online. All prices are inclusive of legally applicable VAT.

3.2 In the event a product has been mispriced, unavailable or has a typographical error due to an honest mistake and a product's correct price is higher than the price on the website, we may either contact you before dispatch to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

4. Delivery

Deliveries are performed via courier services as described here. Dispatch and delivery time projections are estimates only. We do not guarantee delivery times and they should not be relied upon as such. Under no circumstances do we supply goods or services where time is of the essence.

4.1 We will confirm the day of delivery, however, the time as previously stated will remain an approximation. Should JWICC miss the scheduled delivery day resulting from the activities of a force majeure event, a rescheduled delivery will be at the cost of JWICC to same location, any other location will be at the discretion of JWICC and may incur the customer to pay a delivery cost for the extra mileage incurred.

4.2 Due to the nature of the product and in accordance to UK Food Standard Agency guidelines this product cannot be delivered to an unattended location. Where there is a failure of a person to take receipt of the delivery, the delivery will be voided.

4.3 Where any of the products being delivered contains alcohol and in accordance to section 1.2, the person taking receipt of any products containing alcohol must be of legal age to consume alcohol in the territory that it is being received. If the person(s) attempting to take receipt of products containing alcohol does not comply with challenge 21 scheme, then the delivery is voided.

4.4 Where the delivery is voided at the point of the final address or any other points outside the control of JWICC, the cost of the products to be redelivered will be at the expense of the customer.

4.5 The cost of delivery for any cancelled or voided deliveries in accordance to section 4.2, 4.3 or 4.4 will be at the expense of the customer and charged at a cost of £1 per mile or part of mile, with a minimal charge of £3.

5. Customs

When ordering products for delivery outside of the UK you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance and other handling charges must be paid by you, as we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local

customs office for further information. Additionally, please note that when ordering from Us, you are considered the importer of recorded product and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

6. Our Liability

JWICC and its affiliates will not be responsible for: (i) losses that were not caused by any breach on our part, (ii) any delay or failure to comply with our obligations under these Terms of Sale which arises from any cause which is beyond our reasonable control, (iii) any business losses (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed. The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

To the fullest extent possible under applicable law, except as expressly set out in these Terms of Sale we exclude any and all terms, conditions, warranties and representations of any kind whether express or implied, in relation to our products. However, this does not affect any of your statutory rights including in relation to products that are not of satisfactory quality, or your contract cancellation rights.

7. Privacy

Please note that using our website to purchase products or otherwise may require or involve the submission, collection and/or use of certain personally identifying or identifiable information to or by us, our Store Operators and/or third party payment or data processors operating on our behalf. You expressly consent to Our disclosure and use of your personal information as needed to fulfil our obligations under these Terms of Sale and as provided in our Privacy Policy.

8. Third Parties

8.1 We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with agreements or arrangements that you enter into with third parties, or your use of or reliance on any content, goods or services available on or through any third party sites or resources or in general any dealings with any third parties. If you have any problems or disputes in connection with such third party agreements, please address them directly with the applicable third parties.

8.2 Specifically, JWICC Store Operators and associated sites through which you may have accessed and ordered products are not affiliates, agents, or representatives of JWICC. Any agreements you may have with such JWICC Store Operators and other third parties are separate from these Terms of Sale. These Terms of Sale and any documents expressly incorporated herein contain the entire agreement between you and us for the sale of products and any other terms are hereby excluded.

8.3 Furthermore, Our websites may provide, or third parties may provide, links to other third party websites or resources. Because we have no control of such third party sites and resources, you acknowledge and agree that we are not responsible for the availability of such sites or resources, and that we do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources or the policies of such sites and resources, including their processing of personal data, which may differ from our policies.

9. Disputes Governing Law

9.1 These Terms of Sale, their interpretation, the rights and remedies provided hereunder, and any and all claims and disputes related hereto, or the breach, termination or validity thereof, the relationships which result from or pursuant to these Terms of Sale, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of England and Wales, without respect to its conflict of laws principles.

9.2 You and we submit to the exclusive jurisdiction of the courts of England, in relation to any dispute arising out of or in connection with these Terms of Sale, provided that we may seek injunctive or other appropriate relief in any country or region if you have violated or threatened to violate the intellectual property rights of Us or a third party.

9.3 Although we do not currently use alternative dispute resolution, we draw your attention to the existence of the UK online dispute resolution platform.

10. Amendments to these Terms of Sale

We reserve the right to make changes to our website, policies, and terms and conditions, including these Terms of Sale at any time. You will be subject to the Terms of Sale in force at the time that you order products from us, unless any change to those Terms of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you).

11. Severability

If any part of these Terms of Sale is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining parts.

12. Waiver

If you breach these Terms of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms of Sale.
