

Terms and Uses

Last updated on 04-March-2018

Welcome to Alchemy Xtracts and our Terms of Use (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully.

By accessing or using the websites, mobile applications or blogs (collectively, the “Sites”) provided by Alchemy Xtracts, that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference, including our [Privacy Policy](#). If you do not agree to these Terms, you may not access or use the Sites or order, receive or use the products and services made available through the Sites (collectively, the “Products”)

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites on behalf of any person or entity, you represent and warrant that you are authorized to accept these Terms on such person or entity’s behalf and that such person or entity agrees to be responsible to us if you or such person or entity violates these Terms.

Alchemy Xtracts reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or order, receive or use Products, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or order, receive or use the Products. If you do not agree to the revised Terms, you may not access or use the Sites or order, receive or use the Products.

Professional advice disclaimer

Alchemy xtracts’s site does not provide medical or counselling advice. Nothing stated or posted on our site or available through any services are intended to be, and must not be taken to be, the practice of medical or counselling care. For purposes of this agreement, the practice of medicine and counselling includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis or advice. Our site is continually under development and juice generation makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or content.

Inaccuracy disclaimer

From time to time there may be information on our Site that contains typographical errors, inaccuracies, or omissions. We may correct errors, inaccuracies, or omissions and change or update information at any time without notice. We apologize for any inconvenience this may cause you.

Prices and Payment

1. Any contract for the supply of food or products or services from this website is between you and the Alchemy Xtracts. You agree to take care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
2. All prices listed on the Website are correct at the time of publication. We also reserve the right to alter the Products or Services available for sale on the Website and to stop listing Chefs, Products or Services.
3. All prices for delivery by Alchemy Xtracts or a third-party provider assigned by Alchemy Xtracts listed on the Website are correct at the time of publication, however, we reserve the right to alter these in the future
4. The total price for products ordered, including delivery charges and other charges, will be displayed on the Website when you place your order. Full payment must be made for all products despatched and services provided. Payment must be made in cash or, if available on the website, by online payment, e.g. credit, debit card or bank transfers.
5. If you choose online payment, you must pay for your order before it is delivered. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.
6. If a customer pays twice for the same order by mistake, the extra amount will be refunded via same source within 15 to 20 working days.

Delivery

1. Delivery periods quoted at the time of ordering are approximate only and may vary. products will be delivered to the address designated by you at the time of ordering.
2. You are responsible for inspecting all products you receive from us for any damage or other issues upon delivery. In addition, you are solely responsible for determining the freshness of the products you receive.
3. In the case delivery is done by Alchemy Xtracts or a third-party delivery partner assigned by Alchemy Xtracts, we will give great care to deliver in a timely manner. Alchemy Xtracts takes no responsibility for late delivery for reasons beyond its control.

4. All orders are delivered by Alchemy Xtracts Delivery Network or any other reputed delivery service that we may choose to use from time to time. We will make every effort to deliver within the time stated, however, we will not be liable for any loss caused to you by ordering late. If the products are not delivered within the estimated delivery time quoted by us, please contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
5. In case of a late delivery, the delivery charge will neither be voided nor refunded by Alchemy Xtracts.
6. All risk in the products and the delivery shall pass to you upon delivery.
7. If you fail to accept delivery of products at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such products shall be deemed to have been delivered to you and all risk and responsibility in relation to such products shall pass to you. Any storage, insurance and other costs which we incur because of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.
8. You must ensure that at the time of delivery of products adequate arrangements, including access where necessary, are in place for the safe delivery of such products. We cannot be held liable for any damage, cost or expense incurred to such products or premises where this arises because of a failure to provide adequate access or arrangements for delivery.
9. We will try our best to deliver the product to you at the place of delivery requested by you in your order within the time confirmed and will aim to inform you if they expect that they are unable to meet the estimated delivery time.
10. We shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
11. Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address.
12. In-case of the unlikely event of non-delivery of the food items for reasons beyond the control of the customer, Alchemy Xtracts, will refund the full amount to the customer including the delivery charges, within will be 15 to 20 working days via the same source by which the payment was made.

Information

1. Where we have requested information from you to provide products or services you agree to provide us with accurate and complete information.
2. You authorize us to use, store or otherwise process your personal information in order to provide the products or services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the products or service to you.

3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

Feedback

Separate and apart from user content, you can submit questions, comments, suggestions, ideas, original or creative materials or other information about Alchemy Xtracts, the sites or the Products (collectively, “Feedback”). Feedback is nonconfidential and shall become the sole property of Alchemy Xtracts. Alchemy Xtracts shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Returns, Replacements, Refunds, and Credits Policy

If you are dissatisfied with a product for any reason, please contact us at alchemyxtracts@gmail.com within seven 6 hours after you received the product. Depending on the circumstances, we may, in our sole discretion, replace the product at our expense, provide you a full or partial refund of the purchase price for that product, or provide you with Credits for that product that will automatically be applied to future deliveries under your orders.

In certain circumstances, such as if we want to thank you for your patience with a delayed delivery or to address another customer service issue, we may provide you customer experience credits of promotional value that will be automatically applied to your next eligible Order under your Plan, as applicable (“Credits”). Credits may only be redeemed for the type of Product for which they were issued, are promotional in nature, are not transferable, and are not redeemable for cash or other property.

Credits only remain available if you maintain both a valid Alchemy Xtracts account. That means that if you cancel your account any outstanding Credits associated will immediately expire. You may only redeem Credits after they are applied to your Alchemy Xtracts account. If for some reason you believe that there is a discrepancy regarding your Credit balance, please contact us at alchemyxtracts@gmail.com for Credit inquiries. All decisions regarding your Credit balance will be determined in our sole discretion and are final.

User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites. You agree that you will abide by these Terms and will not:

1. Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
2. Use or attempt to use another user’s account without authorization from such user and Alchemy Xtracts;
3. Use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner;

4. Reverse engineer any aspect of the Sites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites;
5. Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites that you are not authorized to access;
6. Develop any third-party applications that interact with User Content or the Sites without our prior written consent;
7. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality; or
8. Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Limitation of Liability

1. Great care has been taken to ensure that the information available on this Website is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
2. By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third-party website, or your consumption of any food or beverages from us.
3. We disclaim all liabilities to you for the supply of the product delivery, products and services fully permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant products or services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
4. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
5. We shall not be held liable for any failure or delay in performing services or delivering products where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.
6. If we have contracted to provide identical or similar order to more than one customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which orders we will fill and to what extent.
7. The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of

third parties arising out of the use of the website or for any products or services purchased from us.

8. We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
9. In the event Alchemy Xtracts has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, Alchemy Xtracts may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should there exist an abuse of vouchers or discount codes, Alchemy Xtracts reserves the right to seek compensation from all violators.
10. Alchemy Xtracts has done everything in its capacity to maintain the quality of products supplied. However, in the unlikely event of poor quality reported by the customer, Alchemy Xtracts customer support team will take a majority opinion of the customers whom the same product was delivered on the given day and if a wide spread quality issue exists, we will consider the issue and handle accordingly.

General

1. All prices are in Indian Rupees. Prices are inclusive of taxes unless otherwise indicated
2. We may subcontract any part or parts of the Services or Products that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
3. Payment must be made either at the time of ordering products from us by credit card or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your order.
4. Do not use or launch any automated system or program in connection with our website or its online ordering functionality;
5. The Terms and Conditions together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.
6. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.
7. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto submit to the exclusive jurisdiction of the courts of India.
8. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
9. These Terms and Conditions and a contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with India Laws. Both we and you hereby submit to the non-exclusive jurisdiction of the India Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.