



1. About us:

1.1 These are the website terms and conditions of Unda LTD.

1.2 We operate the website www.undaltd.com (the “Website”) the term “website” shall hereafter refer to the website and all our other digital services.

1.3 This document (together with the documents referred to in it) tells you the terms and conditions on which we will supply our products to you as a customer, consumer or a wholesale seller/client on all (“Products”) and services (“Services”) listed on our Site. Please read these terms and conditions, disclaimer and privacy policy carefully before ordering any Products or services from our site. **You should understand that by ordering any of our Products or services you are automatically giving your consent to our privacy policy, disclaimer and agreed to be bound by these terms and conditions.**

1.4 These Terms and Conditions were most recently updated on 28 February 2020 and apply to all of our sales and services offered through this website.

1.5 If you use or order Products after we have published any changes you will be bound by those changes. You should check prior to each use or order to ensure that you understand the precise terms & conditions, privacy policy and disclaimer applicable to your visit to our Website, or purchase.

1.6 You should print or save these terms for future use as we will not keep a file copy specifically for the transaction with you and we cannot guarantee that they will remain accessible on our website in future. These terms and conditions are available in the English language only.

1.7 Please understand that if you refuse to accept any of the terms and conditions, our privacy policy or the disclaimer you should order any of our products or services.

2 By placing an order through our site, you warrant that:

2.1 you are legally capable of entering into binding contracts;

2.2 you are at least 18 years old;

2.3 you are a resident in one of the Serviced Countries; and

2.4 you are accessing our site from that country.

2.5 you have read, understood and agreed to be bound by our terms and conditions, our privacy policy and our disclaimer.

3. Goods.

3.1 We will take reasonable care to ensure that representations and descriptions of goods appearing on our website are correct. We have made reasonable efforts to display as accurately as possible the appearance of our goods.

3.2 The labelling or packaging of the goods you receive may differ from the images of these which you see on our site.

3.3 You are responsible for opening and inspecting the Products upon delivery and storing them correctly. You are also responsible for the preparation and cooking of our Products. We accept no liability for any loss, damage or injury arising as a result of the incorrect storage, preparation or cooking of our Products.

3.4 It is your responsibility for checking and to ensure that a Product does not contain a relevant allergen to you. Our Products include ingredients from third party suppliers. Whilst we undertake rigorous checks in accordance with our legal obligations prior to using all third-party suppliers, in circumstances where a third party issues a product recall for whatever reason, **we accept no liability for any loss, damage or injury caused by an ingredient recall or incorrect labelling.**

3.5 Products are subject to availability and prevailing market conditions. In the event of non-availability of any Products you order, we may offer a reasonable substitute.

3.6 As our Products contain fresh and perishable food, you are not entitled to the regular rights of consumers to return goods within 14 days after you receive them simply because you change your mind. There is an exemption pursuant to regulation 27(1)(c) of the Consumer Contracts (Information, Deactivation and Additional Charges) Regulations 2013, that confirms that contracts for the supply of goods are exempt from the right to withdrawal if those goods are liable to deteriorate or expire rapidly.

4. Orders.

4.1 Your order is an offer to buy from us on a one-off delivery basis.

4.2 you place your order by using the ordering process on our website or our digital services including but not limited to our apps (the term “website” shall hereafter refer to the website and our other digital services). This involves making the selection on our site and transmitting the order to us by clicking on the “Pay Now” button. This process permits you to check and amend any errors before making an order by using the change function and/or the internet browser back button.

4.3 You must ensure that your order and any other information you supply to us is correct.



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4.4 A confirmation email will be sent to you after your order and this constitutes our acceptance and is the point at which a binding legal contract is formed.

4.5 The default method of communication for all correspondence from us will be over email, using the email provided on your account. In certain circumstances we may need to contact you over phone instead.

5. Payment.

5.1 The price for the goods is as stated on our site at the time you order. VAT or sales tax is included unless we say otherwise.

5.2 in some territories import tax may apply. Its the consumer responsibility to pay import tax.

5.3 Payment is required in advance. You authorise us and our third party payment providers to take payment and/or to charge your payment card for the relevant amounts and at the relevant times. Despatch of goods is subject to our being able to charge your payment card. It is your responsibility to update your payment card details as necessary before purchase.

5.3 If payment is not processed when re-attempted by us, we reserve the right to recover the debt through alternative means, either directly or through a third party debt collection agency.

5.4 Unda may contact you via email, letter, call or text to retrieve the funds.

6. Delivery.

6.1 Delivery will be complete when we deliver or our authorised courier company, deliver the Products to the address you gave us. If no one is available at your address to take delivery, we, or our authorised courier company, will follow the delivery instructions provided to us by you. If no leave safe instructions are specified, the order will be left in an area that the authorised courier company considers safe.

6.2 The leave safe location specified by you shall be within the area of the delivery address and shall be accessible to the courier. We will endeavour to follow any delivery instructions you provide but this cannot be guaranteed.

6.3 The courier company may try to contact you on the telephone so that delivery can take place. The delivery driver will use the telephone number associated with your account, which may also be printed on the delivery label.

6.4 Unda's obligation to deliver the box shall be fulfilled once the courier delivers the box at the safe spot specified by you or the box is considered safe by the courier.

6.5 If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If nobody is available to receive the goods, we will use reasonable efforts to follow any special delivery instructions you have provided.



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6.5 Unda will not attempt a further delivery. You are obliged to bear all expenses related to aforesaid default of acceptance.

6.6 Unless otherwise stated, delivery dates given on our website are estimates only. If you are a Consumer, we have no liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond our reasonable control and where we could not have taken reasonable steps to deal with the delay. If you are not a Consumer, we have no liability for any losses arising from delay in delivery.

6.7 Risk of damage or loss to the goods passes to you on delivery to you or to somebody identified by you to take possession of the goods.

7. Events outside our control.

7.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures.

8. Privacy.

8.1 This website is powered by wix. You acknowledge and agree that we may process your personal data in accordance with the terms of our privacy and cookies policy which is subject to change from time to time. Please familiarise yourself with wix's privacy and cookies policies.