



## **Galita Website – Terms of Use:**

### **General**

The following terms of use constitute an agreement between the customer and the company **Galita Reg. No. 515662724** (hereinafter: the Company). It is recommended that you read the Terms of Use before purchasing any product from the website. Purchasing a product and/or service from the website constitutes acceptance of the below terms.

Every individual or company that performs any action on the website, including any person making a purchase (hereinafter: The Customer), declares at the moment of performing such an action on the website that he has read these terms and is in agreement with them. Therefore, the process of making a purchase on the Galita website will be in accordance with the conditions detailed in these terms, and will not provide either to him and/or to his representative any grounds for any complaint or claim against Galita and/or any party acting on its behalf and/or any of its managers and/or any of its employees.

The contents of the website and these terms use masculine pronouns solely for convenience. The terms of use apply to both genders equally. Any use of the singular form within the content of the website and/or these terms applies to individuals and/or groups, as relevant.

We wish you a very pleasant purchasing experience.

### **1. Service Areas (in accordance with the working conditions of courier companies)**

- The services available via the Galita website are available solely within Israel, in accordance with Israeli law (hereinafter: the Service Area).
- These services are not provided to IDF bases.
- Delivery of products that were purchased on the Galita website is dependent upon the delivery address lying within the Service Area, and that there is no technical impediment or other issue preventing the delivery of said products.

### **2. Website Products**

- Galita products are chocolate products that are made and sold by Galita on the Chocolate Farm in Kibbutz Deganya B. The delivery date is confirmed by the Customer upon completion of his order, in accordance with the terms listed in the "Product Orders and Delivery" section.
- Names of products are listed on the website (hereinafter: List of Products).
- Galita is not obliged in any way to maintain the variety of products appearing on the website.
- Galita reserves the right to alter the List of Products appearing on the website at any time.
- Depiction of the products on the website will be altered by Galita from time to time, at its own discretion. It is clarified that images of products on the



website are for illustrative purposes only and are not binding upon Galita in any way.

### 3. Prices

- Prices of products that appear on the Galita website are the most current prices available at the time of the customer's visit to the Galita website. Galita is entitled to update the prices of products on the website from time to time without any prior notice, and at its own discretion.
- Prices of products include Value Added Tax (VAT).

### 4. Delivery Charges

The delivery charges listed below are for orders delivered to one location. Each location is considered a separate order.

- Orders up to NIS 350 entail a delivery fee of NIS 35 in addition to the total cost of products purchased on the website.
- Orders above NIS 351 do not entail a delivery charge.

### 5. Product Orders and Delivery

- Products that appear on the website in gift packaging will be delivered in such packaging.
- Single products will be delivered in bags bearing the Galita logo.
- Orders can be placed through the website:
  - On Sunday-Wednesday until 2:00pm.
  - Any order received after 2:00pm will be considered as an order placed on the following day.
  - Any order received on Thursday, Friday or Saturday will be considered as an order placed on Sunday.
- Delivery times for all products:
  - Shipments will depart from Galita on Sunday and Tuesday only
  - Delivery up to 72 business hours.
- A customer can collect the products himself by prior arrangement with Galita Chocolate Farm, Kibbutz Deganya B, from 9:00am-5:00pm, Sunday-Thursday, without incurring a delivery charge.
- Order changes/cancelations can only be carried out by calling customer service at 04-6755608.

### 6. Product Type and Quality

All the products made in our factory are fresh. They are made and packaged in adherence with the most stringent production requirements and with the approval of the Israeli Ministry of Health.

Customer Service: 04-6755608  
galita@galita.co.il



## 7. Liability

- Galita will not be held liable for any damage (including bodily harm) and/or loss and/or financial loss (hereinafter: Any Damage) that may be caused to a Galita customer directly and/or to a third party of any kind as a result of a purchase made on the Galita website and/or the inability to make a purchase, which may be caused as a result of an action and/or neglect and/or negligence of the Customer and/or a third party of any kind, including a purchase completed with a credit card without the approval of the cardholder, a purchase completed by a minor and/or incompetent individual without the approval of his parent and/or guardian, an action that is performed on the website by a third party of any kind that causes damage to the website, an action performed by a third party of any kind by means of using the password of a Galita customer, and so forth.
- The Customer will bear full responsibility for damage and/or financial loss of any kind that may be caused to himself and/or to Galita and/or to a third party as a result of any error made while entering any details, including an error in entering his address, an error in entering his credit card details, an error in entering the delivery address, and other similar errors.
- The Customer absolves Galita from any responsibility for damage of any kind that may be caused to him and/or to any third party as a result of a technical hardware and/or software problem related to the website.
- Galita will not be held liable, in regards to the website, for damage of any kind that may be caused to a customer and/or to a third party of any kind as a result of any action and/or neglect that is not within its control, including but not limited to *force majeure* events, such as war, earthquake, extreme weather conditions, and so forth.
- Galita will not be held liable, in regards to the website, for damage of any kind that may be caused to a customer and/or a third party of any kind as a result of a communication error (internet or telephone or facsimile) as a result of any action and/or neglect and/or negligence of the internet providers and/or the telephone and/or facsimile communication providers, wherever they may be located.
- Galita will not be held liable for damage of any kind that may be caused, either directly or indirectly, to the Customer and/or a third party of any kind, with respect to the products purchased through Galita which were provided to Galita and/or its representative by the manufacturer and/or the importer, all subject to the warranty as applicable by law.
- Without derogating from anything detailed above, in no event shall Galita be liable for compensation that exceeds the price of the products that were ordered and paid for by the Customer.

## 8. Information Security and Confidentiality

The website takes accepted precautions in order to protect the confidentiality of information to the greatest extent possible. Data transfer on the website is encrypted with SSL technology by a company that provides information security services. All



credit card information entered on the website is processed solely via PayPal, which has the technological experience and know-how to protect these details in accordance with industry encryption standards. In events beyond our control and/or a *force majeure* event, the Galita website will not be liable for damage of any kind, direct or indirect, that may be caused to a customer or to his representative, if this information is lost or obtained by a hostile third party and/or used without his authorization.

9. Galita maintains the right to change these terms from time to time at its own discretion and without issuing any prior notice and/or an announcement of any kind. The Customer will not have any complaint against Galita relating to such changes. The effective date of these changes will be the initial date that they appear on the website, and any action performed after the aforementioned appearance will be in accordance with the updated terms.