



Welcome to www.rochs.com ("Website")! This website is owned by Roch's Fresh Foods (Roch's). Please take the time review these Terms & Conditions. Purchasing products from us constitutes an agreement to the follow these Terms & Conditions and to be bound by them.

These Terms & Conditions May Change

Roch's Fresh Foods reserves the right to update or modify these Terms & Conditions at any time without prior notice. For this reason, you should review these Terms & Conditions whenever you use our Website.

Use of Site

You may not modify the materials at this Website in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any personal, public or commercial purpose. Any use of these materials on any other website or networked computer environment for any purpose is prohibited. The materials at this Website are copyrighted and any unauthorized use of any materials at this Website may violate copyright, trademark, and other laws. If you breach any of these Terms & Conditions, your authorization to use this Website automatically terminates and you must immediately destroy any downloaded or printed materials.

Product Information

The prices displayed on the Website or in printed material are quoted in U.S. Dollars and are valid and effective only in the U.S. Prices are subject to change. Challenges with supply chain and market fluctuations may cause item pricing to change daily.

Applicable Law

These Terms of Use shall be governed in all respects by the laws of the State of Rhode Island, excluding its rules governing conflict of laws. You agree that any action related to the use of the Website must be resolved by a court located in Kent County, Rhode Island.

Waiver

The failure of Roch's Fresh Foods to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision or any other right or provision represented here.

Severed Provisions

If any provision of these Terms & Conditions is unenforceable, that provision shall be deemed severed from these Terms & Conditions and shall not affect the validity and enforceability of the remaining provisions.

What information do we collect?

We collect information from you when you register on our site, place an order or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.



What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- To process transactions.
- Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway provider's database only to be accessible by those authorized with special access rights to such systems and are required to keep the information confidential.

After a transaction, your private information (credit cards, financial information etc.) will not be stored on our servers.

Do we use cookies?

Yes - Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow it) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information.

We use cookies to help us remember and process the items in your shopping cart.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.



Your Consent

By using our site, you consent to our online privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page.

Refund Policy

We will process valid refunds your up to 7 business days after the order is processed by applying a credit against your credit card used for the purchase. At the company's discretion, in some cases a credit may be given to use for future purchases. We normally process refunds within 5-7 business days. Refunds beyond 7 business days are at the discretion of the company.

Return Policy

Due to COVID19:

We are not accepting returns at this time. For safety and health reasons we cannot take back any products that have been taken into a home. We cannot enter into any residences or facilities for home delivery orders. At the company's discretion, in some cases a refund may be given to use for future purchases.

Concerning Gift Baskets, if a basket is returned you must pay shipping and a \$10 repacking charge to have it re-sent. If you would like a refund instead of resending a returned basket, we will deduct shipping charges from the refund.

Service Policy

We take pride in our customer service at Roch's Fresh Foods and this includes not only the quality of our products, but also the speed of our service. Keeping this in mind, we require that any cancellation of your delivery or curbside pickup order be made no later than 11:00pm EST on the day before your scheduled delivery or pickup. You can call customer service at 401-392-4230 or orders@rochs.com.

Concerning Our Grocery Delivery Service:

Your products are picked, packed and then stored in refrigerated coolers. Your products are then transported via refrigerated trucks to your doorstep. In order to keep your order cold and safe if you are not going to be available for your delivery, we ask that you have a cooler or insulated bag readily available on delivery days. On very hot days, we ask you line your cooler with ice or if you have ice packs to place in your cooler or bag to help ensure product safety. Roch's is not responsible for any temperature sensitive items that are left without proper storage.

Concerning Product Substitutions:

Roch's does its best to ensure all orders are completely fulfilled. In some cases we may substitute an item brand as item availability may vary. You will not be charged additionally for any substitute changes unless we receive customer authorization for any item that was not originally on the order.

Concerning Product Pricing:

Prices are subject to change. Challenges with supply chain and market fluctuations may cause item pricing to change daily.



Concerning Our Gift Baskets:

We cannot deliver to P.O. boxes or APO/ FPO addresses at this time.

You are responsible for entering correct and complete recipient address information. We will ship, and USPS will attempt to deliver to the address exactly as you have provided it. Entry of incorrect, incomplete, or otherwise invalid addresses may result in delivery delay or failure, for which we cannot be responsible.

To maintain the integrity of our fresh fruit products, we do not require signature proof for orders shipped via USPS service. Due to the perishable nature of our products, we recommend that you ship your order to a location and for a delivery date when someone will be able to receive the order and refrigerate (or enjoy!) upon delivery.

We cannot guarantee a delivery time for any order shipped via USPS service. Any request for a specific delivery time cannot be honored.

For Residential deliveries, please be aware that in the event that someone is not available to receive a shipment sent via USPS, your package will be left in a location deemed by the USPS driver to be secure, at their discretion. USPS may also choose to leave your package with a neighbor.

For Non-Residential (Business-Hospital-School, etc.) deliveries, packages typically arrive no later than the end of the business day. During busy holiday delivery times, packages to a non-residential address may be delivered as late as 5:00 PM. Please be aware that your package will likely be delivered in accordance with standard delivery policies of the business, hospital, school, etc., and may not be delivered directly to your recipient in such cases. USPS deliveries to a non-residential address may be left in a receiving area of the business such as the front desk, security, reception or mail room etc.

In accordance with USPS policy, in certain instances or in certain areas, USPS may make the determination not to leave a package without a receiver signature, at their sole discretion. Please keep in mind that your recipient may also have previously opted to require signatures for all deliveries made by USPS to their location. In these instances, a signature will be required for delivery. This may delay the delivery of your order or compromise the freshness of our products.

USPS deliveries are available Tuesday through Saturday, excluding certain holidays. Saturday Delivery may not be available in all areas.

We cannot be responsible for any delivery problems or delays resulting from any of the shipping policies outlined above.

If a basket does not meet your satisfaction, we will provide you with a 100% refund. Making sure our customers are happy is important to us here at Roch's Fresh Foods.