

# Terms of Service - Onigiri Sen LLC

Last Updated: May 14, 2026

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## Article 1: Acceptance of Terms

By using this website (the "Site") and the services provided by Onigiri Sen LLC (the "Service"), you agree to be bound by these Terms of Service and our Privacy Policy.

## Article 2: Intellectual Property

All content on this site, including text, logos, and images, is the property of Onigiri Sen LLC. Unauthorized reproduction or commercial use is strictly prohibited.

## Article 3: Wholesale Special Provisions

For corporate customers with a continuous Wholesale Agreement, the terms of that individual agreement shall take precedence over these Terms. These Terms shall apply to any matters not specified in the individual Wholesale Agreement.

## Article 4: Order Confirmation and Cancellations

- **Order Confirmation:** All orders are considered confirmed upon completion of payment.
- **Customer Cancellations:** To ensure fresh ingredients and preparation, any cancellations or significant changes made within **72 hours** of the scheduled delivery time will incur a cancellation fee equal to **100% of the total order amount**, regardless of the reason.
- **Company Cancellations:** If we are unable to fulfill all or part of an order due to force majeure (e.g., ingredient unavailability, equipment failure, or natural disasters), we will notify you and provide a refund of the amount paid for the unfulfilled portion. **The refund process shall be subject to the provisions regarding processing fees in Article 7.** Under no circumstances shall Onigiri Sen LLC be liable for any damages beyond such refund, including but not limited to the cost of substitute goods, event cancellation or rescheduling costs, loss of profits, or emotional distress.

## Article 5: Production Environment and Food Allergies

- **Food Safety Compliance:** Our operations adhere to a rigorous **HACCP (Hazard Analysis and Critical Control Point)** framework. We implement stringent hygiene and thermal regulation protocols across all stages of manufacturing and transit to guarantee the safety of our products.
- **Shared Facility:** Our products are prepared in a **shared commercial kitchen**.
- **Disclaimer:** While we follow strict hygiene standards, the risk of **cross-contamination cannot be 100% eliminated**. Customers with severe allergies must consume our

products at their own risk and discretion.

- **Customer Responsibility:** Customers are responsible for providing accurate and complete allergy information at the time of order. Onigiri Sen LLC is not liable for health issues arising from missing or inaccurate information provided by the customer.

## Article 6: Food Safety and Proper Storage

- **Expiration:** Please consume all products on the **day of delivery** to ensure quality and safety.
- **Temperature Control:** Products must be refrigerated immediately upon arrival (**below 40°F / 4°C**) and kept at the proper temperature until consumption.
- **Disclaimer:** Onigiri Sen LLC is not liable for any decline in quality or health issues resulting from products **left unattended for more than 2 hours** after delivery or stored improperly.

## Article 7: Payment and Refunds

- **Standard Payment:** Full payment must be settled at the time of order to secure a delivery window and commence kitchen production.
- **Net 15 Terms:** At the company's sole discretion, approved wholesale and corporate clients may be granted 15-day payment terms from the invoice date. Such eligibility must be formally confirmed in writing by Onigiri Sen LLC before the order is placed.
- **Late Payment Penalties:** Invoices remaining unsettled for up to 90 days are subject to a monthly finance charge of **1.5%**. Should any outstanding balance exceed the 90-day threshold, the accrual rate shall escalate to **2.5% per month**, or the highest interest rate authorized by applicable statute, whichever is less.
- **Processing Fees:** For any processed refund, transaction fees incurred via our payment provider (e.g., Stripe) shall remain non-refundable.
- **Quality Issues:** If there is a quality issue caused by our error (e.g., foreign objects, significant spoilage), please contact us within **24 hours** of delivery. Upon confirmation, we will provide a refund or replacement for the affected items.

## Article 8: Delivery

- **Timeframes:** Arrival times are estimates and may vary due to traffic or weather conditions.
- **Unreachable Contact:** If our delivery personnel arrive and are unable to contact the customer **via the provided phone number** for a period of **15 minutes**, or if the delivery cannot be completed, the delivery will be deemed complete and the items may be discarded. No refunds will be provided in this case.
- **Transfer of Risk:** Title and risk of loss, damage, or quality degradation **transfer to the customer upon delivery** to the customer or the designated delivery location.

## Article 9: Indemnification

You agree to indemnify, defend, and hold harmless Onigiri Sen LLC from and against any third-party claims (e.g., from guests or invitees) arising from: (i) inaccurate allergy information provided by you, (ii) improper storage or handling contrary to our instructions, or (iii) your negligence. This shall not apply to claims arising from our own gross negligence or willful misconduct.

## **Article 10: Limitation of Liability**

To the fullest extent permitted by law, Onigiri Sen LLC's total liability for any claim shall not exceed the total purchase price of the specific order in question. We are not liable for any indirect, incidental, special, or consequential damages.

## **Article 11: Proposition 65 (For California Residents)**

**WARNING:** This product can expose you to chemicals known to the State of California to cause cancer or reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

## **Article 12: Dispute Resolution (Arbitration)**

Any disputes arising from these Terms shall first be attempted to be resolved through a 30-day good-faith consultation. If unresolved, it shall be settled by **binding arbitration in Seattle, WA**, administered by the **American Arbitration Association (AAA)** under its Consumer Arbitration Rules. Small claims court matters and injunctive relief are excluded from arbitration and may be brought in the courts of King County, WA.

## **Article 13: Accessibility**

We are committed to website accessibility. If you encounter any barriers, please contact us at [contact@onigirisen.jp](mailto:contact@onigirisen.jp).

## **Article 14: Governing Law**

These Terms are governed by and construed in accordance with the laws of the **State of Washington**.

## **Article 15: Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be in full force and effect.

## **Article 16: Changes to Terms of Service**

We reserve the right to update these Terms at any time. Changes are effective upon posting to the Site. Your continued use of our Services constitutes acceptance of the new Terms.

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*This document is for informational purposes only and does not constitute legal advice. This document is not intended to comply with California state law.*

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## **Contact Information**

Onigiri Sen LLC

Email: [contact@onigisen.jp](mailto:contact@onigisen.jp)