

## GENERAL TERMS AND CONDITIONS OF MAMA HABESHA

### 1. DEFINITIONS

1.1. In these general terms and conditions, the following terms shall have the following meaning, unless explicitly stated otherwise:

- a. “*Agreement*”: any agreement between Mama Habesha and the Customer concerning the delivery and/or purchase of a Product;
- b. “*Consumer*”: a consumer being a natural person not acting in the capacity of a profession or business;
- c. “*Customer*”: any natural person or legal entity who uses the website of Mama Habesha, who places an Order with Mama Habesha, who enters into an agreement with Mama Habesha or with whom Mama Habesha is discussing and/or negotiating an Agreement and/or Order;
- d. “*EXW*”: the delivery condition Ex Works;
- e. “*General Terms and Conditions*”: these general terms and conditions;
- f. “*Incoterms*”: the version of the international commercial terms specified in these General Terms and Conditions of the International Chamber of Commerce, valid at the time of obtaining these General Terms and Conditions. More information about the applicable Incoterms can be consulted on the website of the International Chamber of Commerce on <https://iccwbo.org/>;
- g. “*International transaction*”: a sale by Mama Habesha where the Customer is established in a country other than the Netherlands or where the Order is to be delivered to an address in a country other than the Netherlands;
- h. “*Mama Habesha*”: a registered trade name of M.O.G. International B.V., a private company with limited liability registered in the trade register of the Dutch Chamber of Commerce under number 74458493;
- i. “*Order*”: a purchase order for a Product;
- j. “*Product*”: any product produced and/or sold by Mama Habesha;
- k. “*Professional Party*”: a Customer being a natural person or legal entity acting in the capacity of a profession or business;

1.2. Any defined meaning given to terms in singular form shall include the plural form and vice versa.

## **2. APPLICABILITY**

- 2.1. These General Terms and Conditions apply to the offering, sale, collection and delivery of all Products of Mama Habesha or delivered on behalf of Mama Habesha to the Customer and apply to all similar transactions between Mama Habesha and the Customer.
- 2.2. By using the website of Mama Habesha and/or placing an Order with Mama Habesha, the Customer accepts the General Terms and Conditions. The General Terms and Conditions form an integral part of and apply to all Agreements, Orders and (legal) acts between Mama Habesha and the Customer, even if (legal) acts between Mama Habesha and the Customer do not lead to, or are not connected with, an Agreement or Order.
- 2.3. The General Terms and Conditions dismiss the applicability of any general terms and conditions or stipulations of the Customer, unless otherwise previously and explicitly agreed in writing.
- 2.4. Deviations from these General Terms and Conditions, or deviating terms, conditions and/or agreements, are only valid if and insofar as they are explicitly confirmed by Mama Habesha in writing.
- 2.5. Should any clause of these General Terms and Conditions be invalid, void or inapplicable according to the judgement of a competent court, only the clause concerned will be considered as unwritten. The General Terms and Conditions shall otherwise remain in full force.
- 2.6. Mama Habesha is authorised to amend these General Terms and Conditions. Any amendments made by Mama Habesha will come into force at the time announced by Mama Habesha.
- 2.7. In the event of conflict between the provisions of the Agreement and those of these General Terms, the provisions of the Agreement or Order will prevail.

## **3. ORDERS AND AGREEMENTS**

- 3.1. If the Customer places an Order by electronic means, Mama Habesha will immediately confirm the receipt and acceptance of the Order by electronic means. An Order is only considered accepted if this is explicitly confirmed by Mama Habesha in writing.
- 3.2. Each Order specifies the main characteristics of the Products, the number of Products ordered, the total price of the Products ordered, the required delivery date, relevant delivery details, the Customer's obligations and full details of any input information to be provided by Mama Habesha.
- 3.3. If the Customer agrees a fixed or minimum volume of a Product with Mama Habesha, Mama Habesha is entitled to invoice the Customer for the full price of the fixed/minimum volume, irrespective of whether the Customer has actually placed an Order. The Customer is not allowed to cancel or reduce the desired volume fixed in an Order.
- 3.4. The Customer is required to provide Mama Habesha at all times with all details necessary for the execution of the Agreement, in full and on time, in the event of failure to do so the Customer will be liable for any damage resulting thereof.
- 3.5. In the case of Professional Parties, all (legal) acts and conduct performed by an employee of the Customer within the framework of the conclusion, execution and amendment of an Agreement or

Order, are deemed to be performed on behalf of the Customer and are binding upon the Customer. The Customer cannot appeal to the fact that the Customer was not legally represented or bound.

#### **4. PRICES**

- 4.1. All prices that Mama Habesha displays on its website or otherwise shares with the Customer are in Euros (€) and inclusive of VAT, unless otherwise indicated.
- 4.2. The price of an Order is determined and confirmed in the Order confirmation.
- 4.3. All prices are exclusive of transport and shipping costs. These costs shall be at the expense and risk of the Customer.

#### **5. INVOICING AND PAYMENT**

- 5.1. All payments made by the Customer to Mama Habesha are to be made in Euros (€).
- 5.2. Mama Habesha may invoice the Customer for the Products at the time of delivery or at any time after completion of the Order. Unless otherwise agreed, the Customer transfers the full sum of the invoice to Mama Habesha's specified bank account within fourteen (14) days of receipt. Payment is only complete when the amount due has been credited to Mama Habesha's account.
- 5.3. If a Customer fails to pay the invoice before its due date, Mama Habesha has the right, without prejudice to any other rights or remedies, to suspend further deliveries of Products until full payment has been received. The Customer will pay interest on the overdue amount at the rate of the legal commercial interest rate as stipulated in article 6:119a of the Dutch Civil Code. This interest shall run from the due date until the date of actual payment of the overdue amount and the interest due up to that date.
- 5.4. Any complaint concerning an invoice must be notified by the Customer to Mama Habesha within eight (8) days of the invoice date. After this complaint period has elapsed, the Customer is deemed to have approved the invoice.
- 5.5. In the event of liquidation, bankruptcy, suspension of payments or application of the debt rescheduling regulations for natural persons of the Customer, the Customer's obligations towards Mama Habesha will become immediately due and payable.

#### **6. DELIVERY**

- 6.1. Unless explicitly agreed otherwise, delivery shall be made under the EXW delivery condition, according to the version applicable at the time of placing the Order or entering into an Agreement, without prejudice to the provisions of these General Terms and Conditions.
- 6.2. Mama Habesha agrees to deliver to the Customer the Products ordered by the Customer at the location agreed upon in the Order.
- 6.3. The Customer is obliged to accept the delivery of the Products at the first request of Mama Habesha. If the Customer fails to accept an Order on the delivery date, the delivery of the Products will be deemed to have been completed at 9:00 AM on the day following the agreed delivery date.

- 6.4. Unless explicitly agreed otherwise, times or dates for delivery do not apply as deadlines. Mama Habesha can in no way be held liable for any delay in delivery. Delay in the delivery of Products does not release the Customer from the obligation to accept the delivery and does not entitle the Customer to terminate the Agreement, suspend any obligation towards Mama Habesha or claim any damages.
- 6.5. Mama Habesha will inform the Customer immediately if the Products ordered are not available or if the agreed delivery date for the Order cannot be achieved.
- 6.6. In the case of international delivery, the applicable Incoterms will be stated in the Order.

## **7. RISK AND RIGHTS**

- 7.1. The risk of loss and damage to Products shall pass to the Customer on completion of delivery.
- 7.2. In the case of an International transaction, the risk of loss and damage to Products shall pass to the Customer at the time as provided for in the version of the Incoterms valid at the time of placing the Order.
- 7.3. If no delivery period has been agreed, delivery shall be EXW from the location of the Products. The interpretation of the delivery terms shall in this case be in accordance with the version of the Incoterms valid at the time the Order is placed.
- 7.4. Full legal, final and equitable title to the Products will not pass to the Customer until payment in full for the Products has been received by Mama Habesha.

## **8. CONFORMITY, COMPLAINTS AND INSPECTION**

- 8.1. Unless otherwise agreed in writing, the Products shall at all times be deemed to comply with the Agreement or Order if they meet the specifications stated in the Agreement or Order.
- 8.2. Unless otherwise agreed in writing, the Customer shall in any case verify upon receipt of the Products at the agreed destination whether the correct Products have been delivered, whether the delivered Products correspond in quantity to what was agreed and whether the delivered Products correspond to the agreed specifications.
- 8.3. The Products delivered by Mama Habesha are natural and unique products and may differ in colour, flavour and other properties. Deviations and variations thereof within the issued specifications of the Product are not considered failures in the fulfilment of the obligations of Mama Habesha.
- 8.4. Visible defects or shortages must be reported in writing by the Customer to Mama Habesha within forty-eight (48) hours of delivery of the Products. Any right of the Customer to claim against Mama Habesha in respect of visible defects or shortages ceases to apply if the Customer fails to report such defects or shortages to Mama Habesha within the aforementioned period.

## **9. RIGHT OF WITHDRAWAL**

- 9.1. When purchasing a Product, the Customer has the option of cancelling the Agreement without giving reasons for a period of fourteen (14) days. This cancellation period enters into force on the day following receipt of the product by the Customer.
- 9.2. During the cancellation period, the Customer shall handle the Product and its packaging with care. The Product can only be returned if the Product and packaging are intact. Mama Habesha determines whether these requirements have been met and is free to refuse the return if she feels that the Product or packaging has been damaged.
- 9.3. If the Customer wishes to make use of his right of withdrawal, he is obliged to notify Mama Habesha of this within fourteen (14) days of receiving the Product. After the Customer has indicated that he wishes to exercise his right of withdrawal, he is to return the Product within fourteen (14) days. The Customer is required to prove that the delivered Products have been returned on time, for instance by means of a proof of dispatch.
- 9.4. The costs of making use of the right of withdrawal shall be borne by the Customer.
- 9.5. If the purchase price of the returned Products has been received by Mama Habesha prior to the return, Mama Habesha will refund these costs as soon as possible, at the latest within fourteen (14) days after receipt of the returned Products.

## **10. WARRANTIES**

Mama Habesha warrants to the Customer:

- a. that full legal, final and unconditional ownership of the Products is passed to the Customer at the time of delivery; and
- b. that the Products at the time of delivery materially conform to the contents of the Order, are fit for human consumption and comply with applicable legislation.

## **11. LIABILITY**

- 11.1. Any liability of Mama Habesha to the Customer is limited to a maximum of the amount paid out by Mama Habesha's insurer in the case in question. If the insurer of Mama Habesha does not pay out in any given case, the liability of Mama Habesha is restricted to the invoice amount of the Products supplied for which liability exists.
- 11.2. Mama Habesha is in no way liable to the Customer for any damage suffered or to be suffered by the Customer:
  - a. Indirect damages, which in any case include consequential damages, loss of profit, fines, missed savings;
  - b. Damage that becomes known after twelve (12) months, calculated from the damage-causing event legally attributable to Mama Habesha;
  - c. Damage caused by injudicious or careless use of the Products;

- d. Damage caused by not (or not correctly) following the indications and instructions of Mama Habesha, insofar as this is evident from the instructions accompanying the Products in question;
  - e. Any damage caused by Mama Habesha assuming that the information provided by the Customer is incorrect.
- 11.3. The limitations of liability included in these General Terms and Conditions do not apply if the damage is the result of deliberate action or conscious recklessness on the part of Mama Habesha or her managing personnel.

## **12. FORCE MAJEUR**

- 12.1. A party shall not breach the details of an Order or an Agreement, nor shall a party be liable for any failure or delay in performance of any obligations under the Order or Agreement arising from an event beyond its control resulting in a Force Majeure Event, including, without limitation, compliance with laws, acts of government, judicial or similar orders, earthquake, flood, fire, lightning, explosion, war, terrorism, epidemic or pandemic, strike, lockout.
- 12.2. Upon the occurrence of an event of force majeure as referred to above, the party who suffers loss or damage as a result thereof shall immediately notify the other party in writing, stating the cause of the event and how it will affect the performance of its obligations under the Agreement.
- 12.3. Should a force majeure event continue or be expected to continue for a period longer than thirty (30) days after the agreed delivery date, either party shall be entitled to cancel the affected part of the Order without any liability to the other party.

## **13. APPLICABLE LAW AND DISPUTES**

- 13.1. Each party agrees that these General Terms and Conditions, each Order, each Agreement and all problems, disputes or claims arising therefrom or connected therewith shall be governed by and construed in accordance with Dutch law.
- 13.2. In the event of a dispute arising from or in connection with these General Terms and Conditions, an Order or an Agreement, the dispute will be exclusively submitted to and finally resolved by the competent court of the district in which Mama Habesha has her registered office.
- 13.3. In the case of an International transaction, the delivery conditions from the Incoterms declared applicable to that Order will apply, but in the event of any conflict with these General Terms and Conditions, the provisions of these General Terms and Conditions will prevail.
- 13.4. The applicability of the Vienna Convention on Contracts for the International Sale of Goods ("CISG") is excluded.

These General Terms and Conditions apply as of 21 February 2022 and may be changed at any time without prior notice. The current version of the General Terms and Conditions can be consulted on Mama Habesha's website: [www.mamahabesha.com](http://www.mamahabesha.com).