

PMTB Trade Supply Terms

OHMI Coffee Co (Pty) Ltd · Registration number 2024/665206/07

Supply of coffee to cafés, restaurants and other businesses

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1. The relationship

1.1 Under the PMTB (Price Match & Taste Beat) programme we supply coffee to a business ("you") under a direct contract between you and us: we match the price you pay for coffee today and beat it in the cup. We quote, we invoice, we deliver, and you are our customer. No Affiliate or other Member is a party to the contract, sells to you, or holds stock.

1.2 These terms apply to every PMTB quote, order and supply. Your own terms of purchase do not apply unless we accept them in writing.

2. Quotes and orders

2.1 You choose from the coffees we offer you in your OHMI business account: whole-bean coffee by the kilogram in 1 kg bags, 250 g bags for your shelves, and 100 g bags. You send your choice to us for a quote. A quote states the coffee, the net quantity, the price of each item, the delivery charge, the lead time, the validity period, and the cancellation terms. The minimum order is five kilograms. A quote is not an offer of ongoing supply and no future price is promised.

2.2 When you accept a quote in your business account it becomes an invoice and your order is accepted. We roast to order.

3. Price and payment

3.1 Prices are in rand and exclude delivery unless the quote says otherwise. We are not registered for VAT and charge none.

3.2 **Payment is in full before roasting begins**, by EFT or by card through our payment provider, iKhokha. A card payment carries a card fee, shown to you before you pay. OHMI does not offer credit, accounts or payment terms, and no Affiliate, employee or agent may agree them. An order is placed in the production schedule when the payment has been received and matched, and not before. Once paid, your invoice is marked paid and shows how and when you paid.

4. Delivery and risk

4.1 We deliver to the address on the order. Risk passes on delivery. Inspect the goods on delivery and tell us of any shortage or visible damage within two business days.

5. Quality

5.1 Coffee is supplied roasted to our specification for the product ordered. Natural variation between lots is not a defect. Where coffee is defective, tell us within seven days of delivery and we will replace it or credit it at our election. This is your sole remedy for defective goods, except as the law provides otherwise where you are a consumer under the Consumer Protection Act.

6. Resale price

6.1 You set your own resale price. Any price we mention is a recommendation only.

7. Listing

7.1 With your written authorisation we may list you in the app as a venue that serves OHMI coffee while you have placed a paid order in the current calendar month. A listing indicates recent supply only. You may withdraw the authorisation at any time.

8. Introducing Affiliate

8.1 Where a Affiliate introduced you to us, we share with that Affiliate a portion of our profit on your account under our own arrangement with them. That arrangement is between us and the Affiliate. It does not affect your price, your contract or your relationship with us, and the Affiliate has no authority in respect of your account.

9. Term

9.1 Either party may end the supply relationship on thirty days' written notice. Orders confirmed before the notice period ends are fulfilled and paid.

Liability and indemnity

Statutory rights. Nothing in this document excludes, limits or restricts any right or remedy you have under the Consumer Protection Act, 68 of 2008, the Electronic Communications and Transactions Act, 25 of 2002, or any other law that cannot be excluded, or any liability of ours for death, personal injury, fraud or gross negligence.

Limitation. Subject to the preceding clause, our total liability to you arising out of or in connection with this document, whether in contract, delict or otherwise, is limited to the amount you paid us for the order or service giving rise to the claim in the twelve months preceding the claim. We are not liable for any indirect, consequential or special loss, loss of profit, loss of business, or loss of data.

Your indemnity. You indemnify us against any loss, claim, cost or damage we suffer as a direct result of your breach of this document, your unlawful act or omission, or any claim by a third party arising from information or content you supplied to us, to the extent caused by your fault.

No third-party rights. No person other than you and us has any right to enforce this document.

General provisions

Entire agreement. This document, together with the other OHMI documents it refers to, records the whole of the agreement between you and us on its subject. No representation, undertaking or term not recorded in these documents binds us.

Variation. We may amend this document. We will give you at least fourteen days' notice of an amendment by notice in the app or by message to the contact details you have given us. An amendment does not alter the price, calculation or entitlement of any order placed or benefit earned before it takes effect. Continued use of the service after the effective date of an amendment is acceptance of it.

Severability. If any provision of this document is found to be unenforceable, it is severed and the remainder continues in force.

No waiver. Our failure or delay to enforce any provision is not a waiver of it.

Assignment. You may not cede, assign or transfer any right or obligation under this document. We may cede or assign to a successor in business on notice to you.

Force majeure. We are not liable for any failure or delay caused by an event beyond our reasonable control, including supplier failure, courier failure, power or network outage, strike, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, our address for service. Notices to you go to the email address, phone number or in-app inbox on your account. A notice sent by email or in-app message is deemed received on the business day after it is sent.

Governing law and jurisdiction. This document is governed by the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrates' Courts, without prejudice to our right to approach the High Court, and without prejudice to any right you have to approach a consumer body under the Consumer Protection Act, 68 of 2008.

Interpretation. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a statute is to that statute as amended.

Precedence. Where this document conflicts with the Terms of Use and Sale, the Terms of Use and Sale prevail. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.