

Terms of Use and Sale

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

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1. Who we are and how these terms apply

1.1 We are OHMI Coffee Co (Pty) Ltd, a private company registered in the Republic of South Africa under registration number 2024/665206/07. Our physical address, postal address and address for service of legal process is Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200. Our contact details are sales@ohmicoffee.co.za and 082 650 3393. Our website is <https://ohmicoffee.co.za>. Any other address operated by us redirects to it.

1.2 These terms govern your use of our website and app and every purchase you make from us. By opening an account or placing an order you accept them. If you do not accept them, do not use the service.

1.3 We are not registered as a vendor for value-added tax. Every price we display is the full amount payable; no VAT is charged and none is shown.

1.4 These terms are supplemented by the Delivery, Cancellation and Returns Policy, the Privacy Notice, the Membership and Affiliate Agreement, the Compensation Schedule, the Rewards Terms, the Marketing and Communications Policy, the PMTB Trade Supply Terms, the Beta Testing Notice while the beta period lasts, the Intellectual Property Notice, the Payments and Anti-Money-Laundering Policy, the Income Disclosure Statement, the OHMI Foundation, the Cookies and Tracking Notice, the Affiliate Restraint and Confidentiality annexure and the PAIA Manual, each of which forms part of your agreement with us to the extent it applies to you.

2. Accounts

2.1 Anyone eighteen or older may open an account, through a Member's link or directly on our website. You may also buy from our online shop without an account. You must give us accurate information and keep it current. You are responsible for everything done under your login. Tell us at once if you believe your account has been used without your authority.

2.2 You must be eighteen years or older to open an account or to become an Affiliate.

2.3 We may suspend or close an account that is used in breach of these terms, for fraud, or in a manner that exposes us or any member to legal risk. We will give reasons and, where the breach can be remedied, twenty business days to remedy it, unless the risk requires immediate action.

2.4 If you buy through an Affiliate's link, code or shop, that Affiliate is credited for the sale. If you buy through an Affiliate's personal shop without an account, then once your first order is paid you are registered as a customer member of OHMI, introduced by that Affiliate, so that your orders are kept together. Membership is free and carries no obligation, and you may close it at any time by asking us.

3. Orders and contract

3.1 Your order is an offer to buy. An automated receipt acknowledges the offer only. A contract of sale is formed when we send you an order acceptance confirming the products, the total and the delivery terms. We will accept or decline within two business days of confirmed payment. If we decline, we refund in full.

3.2 Before you commit to an order we show you the products, the price of each, the delivery charge, and the total. You may correct or withdraw the order at any point before you submit it.

3.3 We roast to order. A product description, tasting note or cup score describes the coffee as supplied to us and roasted by us; natural variation between lots is not a defect.

3.4 We may decline or cancel an order where a price or description was displayed in error, where payment is not received within seventy-two hours, where stock or green coffee is unavailable, or where we reasonably suspect fraud. Where we cancel, we refund any amount paid in full.

3.5 Drip bags are priced per drip bag and sold in multiples of five. A pack is one product, sold at its pack price and containing what its description lists. If something in a pack you have paid for is unavailable, we will tell you and offer a substitute of equal or greater value, or a refund for that item.

3.6 A product marked sold out cannot be ordered. If a product sells out after you have paid for it, we will tell you and refund that product in full, or supply it as soon as it is back if you prefer.

4. Price and payment

4.1 Prices are in South African rand and are as displayed at the time you place the order.

4.2 Payment is by electronic transfer (EFT) into the bank account shown on your payment instructions, quoting the reference we give you, or, where it is offered at checkout, by card. A deposit without the reference cannot be matched to your order and will delay it. A card payment is taken by our payment provider, iKhokha, on its own secure payment page; we never see or store your card details. A card payment carries a card fee, which is shown to you in full, with the total, before you pay. It is the fee our payment provider charges us for the card payment, passed on to you at cost, without mark-up. Paying by EFT carries no card fee.

4.3 An order is confirmed when your card payment is confirmed to us by our payment provider, or when we have matched your deposit. If no payment is confirmed or matched within seventy-two hours of the order we may cancel it. Once your payment is confirmed, your invoice is marked paid and shows how and when you paid.

4.4 **Meals for the OHMI Foundation.** At checkout you may add meals for children through the OHMI Foundation, at R11.75 a meal. The amount is shown as its own line in your total, goes to the Foundation in full, is on top of the contribution we already make from every kilogram of coffee, and earns nobody commission. If your order is cancelled and refunded, the meals you added are refunded with it.

4.5 **The Best-Cup Pledge.** While we offer it, an order from our online shop carries the Best-Cup Pledge: if, having tasted the coffee, you do not think it is the best coffee you have ever had, you may tell us within seven days of delivery and we will put R50 toward meals at a soup kitchen we fund, in your name. One claim per order. It is our own money given to the kitchen, not a refund or payment to you, and it does not affect any of your rights. The full rules are at <https://ohmicoffee.co.za/pledge>, and we may change or end the pledge, honouring any claim already made.

4.6 **Discount codes.** Our website shows the full price of each coffee. A discount code we publish, such as SUMMER2026 for 20% off, brings coffee back to a lower price when it is entered at checkout or applied through a link, our sign-up pop-up or an Affiliate. A registered member pays the member price shown in the member shop. A code applies to coffee only, not to delivery, card fees or meals added for the Foundation; it cannot be exchanged for cash or applied to an order already placed; and we may end or change a code at any time without affecting orders already paid. The price you pay is always shown before you commit to the order.

5. Records

5.1 We keep a record of each order and of the version of these terms that applied to it. You may view your order history while your account is open and may request a copy of any order and its terms for five years after the transaction.

6. Acceptable use

6.1 You may not use the service to break any law, to infringe any right, to harass any person, to send unsolicited messages, to interfere with the service or its security, or to extract data from it other than for your own use.

6.2 You may not make any claim about us, our coffee, the affiliate plan or any reward that is not contained in a document we have published, and you may not make any representation of income or earnings. The Marketing and Communications Policy applies.

7. Complaints

7.1 Raise a complaint with us at sales@ohmicoffee.co.za. We aim to acknowledge it within two business days and to respond with reasons within fifteen business days. Where we need more information or time we will tell you why.

7.2 You may also approach the National Consumer Commission, a provincial consumer authority, the Information Regulator for a privacy matter. Our registration with the National Consumer Commission and our membership of the Direct Marketing Association of South Africa are in proceedings and will be published when we are accredited. We are currently not a registered participant of the Consumer Goods and Services Ombud; that does not affect any right you have to approach it.

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, fuel shortage, drought, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Strand, 7200, Western Cape, 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 another OHMI document conflicts with this document, this document prevails unless that document expressly says otherwise. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.