

## ONLINE SHOPPING TERMS & CONDITIONS

Thank you for visiting our website on your electronic device including computer, tablet or mobile phone (this "Website"). This Website is operated by Bacha Coffee Pte Ltd ("Bacha Coffee") and applies to access and use on any digital media. The following Terms & Conditions ("these Terms") create a legally binding agreement between you (or the "Customer") and Bacha Coffee ("we" or "us" as the context may require).

By browsing, accessing and/or using any part of this Website and/or using any of the services provided via this Website and/or purchasing or attempting to purchase any product or service on this Website, you shall be deemed to have read, understood and accepted these Terms as modified from time to time by us and thereby be legally bound by these Terms and modifications.

### GENERAL

1.1. Bacha Coffee affiliates and related companies and business units which form part of the Bacha Coffee group. This Website is provided solely by Bacha Coffee and no other member of the Bacha Coffee group shall have any liability or responsibility for this Website and your purchase of any of the Products.

1.2. These Terms contain the provisions in the contractual relationship entered into between you and Bacha Coffee which you agree to be binding and enforceable at the time you access, browse and/or use this Website and purchase or use any of the Products or services provided by Bacha Coffee via this Website. By placing an order after Bacha Coffee has posted modifications to these Terms, you agree to be bound by that updated version.

1.3. The Privacy Policy and Cookie Policy on this Website governs the data processing including collection, use, disclosure and transfer of any personal information we collect from you, or that you provide to us. By using this Website, you also agree to be bound by the terms of the Privacy Policy and Cookie Policy.

1.4. Bacha Coffee reserves the right to modify, add, vary or amend all or part of these Terms from time to time without prior notice to you. Your use of this Website and any of the services provided here after such changes are posted on this Website shall be deemed an agreement by you to these Terms as modified.

1.5. Any purchase made through this Website will be subject to the version of these Terms that was in force at the time of the order being placed (that is, when the order is received by Bacha Coffee following your clicking on the 'Place Order' button). Whenever you make a purchase through this Website, Bacha Coffee encourages you to print and save a copy of these Terms in force at that time of the purchase for your own records

1.6. Bacha Coffee reserves the right to modify or discontinue, temporarily or permanently, this Online Shopping service (or any part thereof) with or without notice at any time. These Terms will

continue to apply to any orders that have been accepted in accordance with the section "Submission and Acceptance of Orders" below.

1.7. Bacha Coffee reserves the right to terminate your access to this Website without any advance notice.

1.8. This Website may contain information on Bacha Coffee's worldwide products and services, not all of which are available in every location or country. A reference to a Bacha Coffee product or service on this Website does not imply that such product or service is or will be available at your location or country.

1.9. In these Terms, the following expressions shall have the following corresponding meanings:

"Contents" refers to all the text, graphics, photographs, materials and information contained in this Website;

"Online Shopping" refers to the purchasing of the Products through this Website; and

"Products" refers to the coffees, accessories, gourmet products, vouchers, or any other products or merchandise offered for sale by Bacha Coffee on this Website.

"Promotional Code" refers to the code given to Qualifying Items available for purchase in this Website;

"Services" refers to the services provided by the Online Shopping through this Website.

1.10. All the Products offered for sale or sold by Bacha Coffee through this Website are sold subject to these Terms and these Terms shall prevail over any other document purporting to have a contractual effect between you and Bacha Coffee. Nothing in this document shall affect any statutory rights that you may have under applicable legislation.

## INTELLECTUAL PROPERTY RIGHTS

2.1. This Website and all materials, including but not limited to photographs, illustrations, data, text, images, logos, maps, plans, literary, artistic, musical works and all representations, information and all works in any media or format whether relating to activities, programmes, products and/or services offered by Bacha Coffee and its affiliates appearing on this Website are proprietary to and are protected by copyright, trademark and other forms of intellectual property rights.

2.2. You, or anyone else authorised by you, are strictly prohibited from using, uploading, downloading, copying, reproducing, re-publishing, transmitting, communicating, distributing, disseminating, decompiling, disassembling, modifying, adapting in any way, the Contents or any part thereof unless agreed to in writing by Bacha Coffee.

2.3. Bacha Coffee and where applicable, its affiliates and partners, retain all rights, title and interest in all Intellectual Property and all concepts, systems, whether written or graphic and all other materials on this Website and in the Contents.

2.4. All copyright, trademarks, trade names, design rights, patents and other intellectual property rights (registered and unregistered) on this Website and in the Contents belong to Bacha Coffee and where applicable its affiliates and partners. Bacha Coffee reserves all of its rights in this Website and the Contents. Nothing in these Terms grants you by implication, estoppel or otherwise any right or license to use any trade mark, design right or copyright owned or controlled by Bacha Coffee or any other third party without our written permission or such third party.

## ACCESS AND USE OF WEBSITE

3.1. Bacha Coffee reserves all rights to deny or restrict access to this Website to any person, or to block access from any internet source or address to this Website at any time in its sole discretion, and without providing any notice or reason.

3.2. You may download, display or print the Contents (whether in whole or in part) solely for personal, non-commercial use, retaining and reproducing each and every copyright notice or other proprietary rights notice contained in any information or other material you download. Any other use including the reproduction, modification, distribution, transmission or broadcast of the Contents, in whole or in part and by any means, is strictly prohibited, except upon the prior written consent of Bacha Coffee.

3.3. Bacha Coffee neither warrants nor represents that your use of any of the Contents in this Website will not infringe the rights of third parties.

## LINKS

4.1. This Website may contain links to other websites and pages which are not controlled, maintained or endorsed by Bacha Coffee. By clicking on or activating such links, you acknowledge that Bacha Coffee is not responsible for the consequences of your activities on the third party websites, tools, applications of other offerings or services and is not liable in any way whatsoever to you. Bacha Coffee does not represent or exercise control over such third party and such third party is neither an agent nor servant of Bacha Coffee. Any data or any information which you give to any other entity after leaving this Website is entirely at your own risk. Bacha Coffee and, its affiliates shall not be liable for any damages or loss arising from your access, use or other actions including by reason only of hyperlinking to such other websites.

4.2. All hyperlinks to such other websites are provided as a convenience to you, and Bacha Coffee and its affiliates are not associated or affiliated, unless expressly stated to be so, in any manner with any trade or service marks, logos, insignia, other intellectual property rights or devices, which appear on such other websites. Bacha Coffee shall not be responsible for these hyperlinks and disclaims all responsibility and liability in relation to their content, legality, accuracy or functions.

## CONFIDENTIALITY

5.1. No data transmissions over the Internet or via wireless networks can be guaranteed to be secure. Consequently, Bacha Coffee cannot and does not ensure or warrant the security, authenticity, integrity or confidentiality of any information and/or communication you transmit to us and you do so at your own risk.

5.2. Any personal data and information that you may send to this Website is protected and treated according to our [Privacy Policy at https://BachaCoffee.com/Policies/Privacy-Policy](https://BachaCoffee.com/Policies/Privacy-Policy). Bacha Coffee invites you to read the Privacy Policy carefully before providing us with any such personal data and information.

5.3. Any questions, comments, suggestions, feedback and/or information which is sent to us via this Website will be deemed to have been provided voluntarily on a non-confidential and non-proprietary basis. Bacha Coffee reserves the right to use, reproduce, disclose, transmit, publish, broadcast and/or post elsewhere on the Internet or on any written form, such information, including but not limited to, disclosing such information to its affiliates or partners in connection with the development, marketing, manufacturing of products and services.

5.4. Any other information or material communicated to Bacha Coffee through this Website or the internet, electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, graphics or the like, are and will be treated as non-confidential and non-proprietary. Anything you transmit or post to the Media becomes the property of Bacha Coffee and may be freely used for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Specifically, Bacha Coffee is free to use any ideas, concepts, know-how, or techniques contained in any such communication you send to this Website for any purpose whatsoever including, but not limited to, developing, manufacturing, advertising and marketing products using such information. Any such use is without compensation to those providing the information, nor anyone else.

5.5. By submitting the information as set out above, you are warranting that you own the material/content submitted, that it is not defamatory and that Bacha Coffee's use will not violate any third party's rights. Bacha Coffee is under no obligation to use the information provided.

## SECURITY OF WEBSITE

6.1. You hereby expressly acknowledge and agree that:-

(a) This Website is provided on an "as is" basis without warranties of any kind and Bacha Coffee does not warrant that the functions provided in this Website will be uninterrupted or error-free, or free from computer viruses or other harmful components, or unauthorised software, or that any defects will be corrected;

(b) Bacha Coffee does not warrant and hereby disclaims to the fullest extent permitted by law, any warranty or responsibility or liability for the accuracy, reliability, timeliness, legality, completeness of the Contents including in particular the use of any representations and images;

6.2. TO THE FULLEST EXTENT PERMITTED BY LAW, BACHA COFFEE IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION (WHETHER DIRECTLY OR INDIRECTLY) WITH YOUR USE OF THIS WEBSITE.

ACCORDINGLY, YOU HEREBY RELEASE BACHA COFFEE AND ALL OF ITS AFFILIATES (AND ITS AGENTS, REPRESENTATIVES, PARENT COMPANY, RELATED COMPANIES AND ASSOCIATED COMPANIES, SUBSIDIARIES, AND LEGAL AND OTHER PROFESSIONAL ADVISORS) FROM ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITY IN RESPECT OF ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS WEBSITE;

6.3. Any material which you download or otherwise obtain through the use of this Website (such actions being strictly prohibited), is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data or other liability that may result from the download of any such material. Neither Bacha Coffee nor any of its affiliates shall be liable or responsible for any computer virus, malware, communication line failure, interception of online communication, software or hardware problems (including without limitation to loss of data or compatibility problems), theft, destruction to your computer system or any other losses or damage resulting directly or indirectly from access to or use of this Website, or any uploading, downloading of any Contents or information (all of which are not authorised) from this Website.

6.4. Unless otherwise specified in writing, Bacha Coffee makes no representation or warranties of any kind, express or implied as to the operation of the Online Shopping or the information, content, materials, products or other services included on or otherwise made available to you through the Online Shopping. You expressly agree that your use of the Online Shopping is at your sole risk.

6.5. While Bacha Coffee shall use its best endeavours to prevent any unauthorised entry to this Website, we shall not be liable for any damages or losses whatsoever or howsoever caused to you if any third party gains unauthorised access to this Website.

6.6. You agree to indemnify and hold Bacha Coffee and each of its affiliates including, all directors, officers, employees and its agents, representatives, parent company, related companies and associated companies, harmless from any claim, loss, damages, demand or costs (including solicitors' fees on a full indemnity basis) which Bacha Coffee or any of its affiliates may suffer or incur due to or arising out of in connection with:-

(a) Your breach of any of the provisions of these Terms; and

(b) Otherwise in connection with these Terms and your use of this Website and the Contents.

## LIMITATION OF LIABILITY AND WARRANTIES

THIS SECTION ON "LIMITATION OF LIABILITY AND WARRANTIES" DOES NOT AFFECT YOUR STATUTORY RIGHTS.

7.1. To the full extent permissible by applicable law, Bacha Coffee disclaims all warranties, express and implied and makes no representation or warranties of any kind, express or implied as to the operation of the Online Shopping or the information, content, materials, products or other services included on or otherwise made available to you through this Website or Online Shopping unless otherwise specified in writing. You expressly agree that your use of the Online Shopping is at your sole risk.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

IN NO EVENT SHALL BACHA COFFEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY BACHA COFFEE) CAPABLE OF ARISING IN CONNECTION WITH THE PRODUCTS, THEIR USE, SALE OR THIS WEBSITE.

In jurisdictions that do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

7.2. In addition, the Customer hereby expressly acknowledges and agrees that to the extent permitted by law:-

(a) Any liability of Bacha Coffee for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the Products or any other breach of Bacha Coffee's obligations hereunder shall not in any event exceed an amount equivalent to the price of the affected Product.

(b) Where any legislation applies any guarantee or implies any term that cannot be excluded, Bacha Coffee's liability for breach of it will be limited (where permissible by law) to (at Bacha Coffee's option):

(i) in the case of goods, to a refund for the price of the goods, re-supply of the goods or repair of the goods; and

(ii) in the case of services, the re-supply of the services or a refund for the cost of the services; and

(c) Except for death and personal injury arising from our negligence, we will not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or any other loss or damage whether

direct or indirect out of or in connection with this contract, for any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special or indirect or consequential losses in any case whether or not such losses were incurred by that party arising out of or in connection with the use of or inability to use this Website or this Online Shopping service or the use or consumption of any of the Products purchased on this Website.

7.3. The photographs and text illustrating and describing the Products in this Website are non-contractual and for information purposes only. Bacha Coffee shall not be liable in case of errors or omissions in the photographs or text displayed in this Website.

7.4. For international deliveries to countries other than those where Bacha Coffee guarantees delivery, Bacha Coffee shall not be liable if the Products do not comply with the existing laws and regulations of the country of delivery.

## REGISTRATION

8.1. You may need to create a registered account profile to use some of the services or features made available to you on this Website. When you register you are required to provide information about yourself that is true, accurate, current and complete in all respects (“Personal Information”). You may update your registered profile at any time by signing into your account and selecting “**My Account**”. We may also change registration requirements from time to time.

8.2. Bacha Coffee reserves the right to terminate your account and your use of this Website without notice to you if it comes to our attention that any of the registration details you have provided is not current, incomplete or inaccurate.

8.3. When registering to use this Website, you will be asked to create and enter a password. You must keep this password strictly confidential and not disclose it or share it with anyone. You are fully responsible for the use of your password and any orders placed under it, even if order is placed without your knowledge.

8.4. The account password you provide should be unique and kept secure. You must notify Bacha Coffee immediately of any breach of security or unauthorized use of your account and Bacha Coffee will not be liable for any losses caused by any unauthorized use of your account.

## ELIGIBILITY CONDITIONS FOR PURCHASE

9.1. Bacha Coffee reserves the right to only accept orders from you if you are of sufficient legal age and capacity to use this Website in accordance with these Terms and to create binding legal obligations in relation to the access and use of this Website and the Products or Services.

9.2. In order to make purchases on this Website you will be required to provide your password and Personal Information. In particular, you must, where requested, provide your real name, phone

number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided.

9.3. You must be in possession of a valid credit/debit card issued by a licensed bank acceptable to Bacha Coffee, and you authorise Bacha Coffee to process a charge or charges on your credit/debit card in the amount of the total purchase price for the Products or services which you purchase or place an order for in accordance with the process in the section "Submission and Acceptance of Orders" below. Bacha Coffee reserves the right to restrict multiple quantities of an item being shipped to any one Customer or postal address.

9.4. By making an offer to purchase the Products or services, you expressly authorise Bacha Coffee to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

9.5. You agree that Bacha Coffee may use Personal Information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of the information.

9.6. All purchases made via this Website is for personal non-commercial use only and will not be re-sold. You acknowledge that the Products purchased under these Terms are not for commercial use, not for re-sale or for use by governments or educational institutions.

## SUBMISSION AND ACCEPTANCE OF ORDERS

10.1. By placing an order through this Website, you have made an offer to purchase the products you have selected under these Terms.

10.2. All orders are subject to acceptance and availability, and items in your shopping bag are not reserved and may be purchased by other customers, if you do not immediately click the "Proceed to Payment" button.

10.3. You may place an order through this Website by clicking on the "Proceed to Payment" button. Shortly after the order is successfully submitted, an acknowledgment email will be sent to you at the email address provided at registration or on submission of your order. This acknowledgment email confirms the details of your order and is not an acceptance of your order. If you do not receive an acknowledgment email from Bacha Coffee **within 2 working days**, please contact Bacha Coffee's Customer Service at CustomerService@BachaCoffee.com. Please note that the acknowledgment email does not constitute a guarantee as to the availability of the Products.

10.4. Once you have placed an order, you may only cancel any portion of the order or the entire order as long as the order has not been dispatched. You may not add additional items to your order. You will be required to place an additional order for any additional items you wish to purchase.

10.5. Please contact Bacha Coffee's Customer Service team at [CustomerService@BachaCoffee.com](mailto:CustomerService@BachaCoffee.com) to request a change to or cancel of your order. You will be informed of the eligibility of the request as soon as practicable after we receive your request. We cannot cancel an order which has already been shipped.

10.6. Once the item has been shipped, we will send you an email confirming the shipment of your order and this email will also contain a tracking number. The order you place on this Website will not constitute a binding contract unless and until Bacha Coffee transmits an order confirmation by email.

10.7. We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set-out within these Terms. Furthermore, we may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion, and we will not be liable to you or any third party by reason of our refusal to process a transaction.

10.8. We reserve the right to accept or reject your order at any time for any reason. If we reject your order, you will receive a refund of any money paid.

10.9. The data registered by Bacha Coffee constitutes full proof of the order and the entire transaction. The data registered by the payment system constitutes full proof of the financial transactions.

#### PRICING, CURRENCY AND TAXES

11.1. Prices of the Products on this Website are in Singapore Dollars. Product prices exclude applicable duties and taxes (such as Goods & Services Tax). If you are eligible for a discount, your discount is not reflected in the price of the Products listed on this Website, but will be reflected in the cart page.

11.2. Shipments to all other countries will be made on a duties unpaid (DDU) basis, which means you are solely responsible for payment of any applicable duties and taxes upon receipt of your order. If you are purchasing from non DDP countries, you are the importer on record and must comply with all laws and regulations of the country in which you are receiving the goods. You may be subjected to import duties and taxes that are levied once the merchandise reaches your country which are payable by you. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

11.3. All prices and offers remain valid as advertised from time to time. The relevant price of a product in a currency displayed on this Website at the time the order is placed will be honoured, except in cases of patent error.

11.4. If you are a customer whose credit/debit card is not denominated in this Website's transaction currency, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

11.5. Promotional Codes are non-transferable and there is no cash alternative, and they cannot be used in conjunction with any other promotion code, discount, or offer unless expressly stated, and must be redeemed by the date published, if provided.

11.6. The prices payable for the items you order are those displayed on this Website on the date you place your order, inclusive of GST (Goods & Services Tax) but excluding delivery charges. Delivery charges will be billed at the rates indicated in this Website on the date you place your order, calculated in accordance with the size of the order and the delivery method you select.

11.7. Bacha Coffee reserves the right to modify its prices and delivery charges at any time and to cancel an order in case of writing, printing or calculation errors.

## PAYMENT

12.1. Payment can be made by Visa, MasterCard, American Express and PayPal, and other methods which may be clearly advertised on this Website from time to time. Payment will be debited and settled from your account upon completion of the processing of your order by Bacha Coffee, and a notification email including an invoice for your order will be sent to you at that point. You warrant and confirm that you are (or are authorised by) the person to whom the credit/debit card used is issued to and whose name appears on the credit card. All credit/debit card holders are subject to validation checks and authorization by the card issuer.

12.2. If the issuer of your credit/debit card refuses to authorize payment to Bacha Coffee, we will not be liable for any delay or non-delivery of the order.

12.3. You may make payment in any one of the currencies supported on this Website. The applicable exchange rates of the supported currencies shall be determined at the sole discretion of Bacha Coffee from time to time.

12.4. Your payment in any of the supported currencies shall be in accordance with the applicable exchange rates at the time of your payment.

12.5. Bacha Coffee and its affiliates shall not be liable for any exchange rate losses incurred by you as a result of any credit card or other transactions effected on this Website.

12.6. We take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering through this Website.

12.7. We may also refuse to process and accept a transaction for any reason or refuse service to any person at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Product from this Website whether or not that Product has been sold, or by

removing, screening or editing any materials or content in this Website, or by refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## PRODUCT AVAILABILITY / DESCRIPTION OF PRODUCTS

13.1. Products featured on this Website have been carefully selected for Online Shopping. Once a Product is sold out, it will be taken off this Website at the earliest reasonable opportunity and may not be available again.

13.2. The prices advertised on this Website are for Online Shopping only. As such, prices for some of the Products may differ from those available for sale at the Bacha Coffee stores and associated boutiques.

13.3. Bacha Coffee has taken care to ensure that the Product illustrations, colours and information are as accurate as possible, but photographs and images that are shown on this Website are only representations and the actual Products that are delivered to the Customer may appear differently to how they appear on the screen of your computer or mobile phone or electronic device. In relation to Product colours, we cannot guarantee that your computer monitor's display of any colour will be accurate.

13.4. Bacha Coffee may from time to time set credit limits for individual Customers and Bacha Coffee reserves the right to limit or restrict the sale of Products to any Customer. In addition, Bacha Coffee reserves the right to reject sales to re-sellers.

## INSURANCE AND DELIVERY

14.1. All orders confirmed by Bacha Coffee will be sent to the delivery address you specify when placing your order. Deliveries can only be made to the countries specified in this Website. Bacha Coffee is unable to amend the delivery address other than the one that has been provided to us upon placing your order(s).

14.2. We aim to dispatch all orders within 2 to 3 business days. Bacha Coffee uses Ninja Van, DHL Express & DHL Postal as the shipping carriers for all paid shipping deliveries. The standard delivery time is between 2 to 15 business days depending on the shipment method and subject to conditions. Estimated delivery times are to be used only as a guide commencing from the date of dispatch. Bacha Coffee is not responsible for any delays caused by any customs clearance processes. Due to COVID19, many courier companies are experiencing a reduction in available commercial air cargo capacity. For this reason, there may be some delays for international deliveries which are entirely beyond our control.

14.3. We limit shipping to only destinations in the country/region you selected when you enter this Website. For example, if you wish to ship to Singapore, select Singapore as your country from the top navigation. If you change your country/region selection while shopping, the contents of your

shopping bag will not carry forward to the new selected country. You will need to re-select the items you wish to purchase for shipment to the new country selected. Please note that not all Products are available for shipment to all countries. As such, the selection of Products available for online shopping may differ depending on the country selection.

14.4. Bacha Coffee insures purchases of \$500 or more during the time they are in transit until delivered to your specified delivery address. We require a signature for any goods delivered for all local deliveries and for international orders worth \$50 or more, at which point risk and title for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by Bacha Coffee, and transfer of responsibility in the same way. Bacha Coffee will not accept any responsibilities should the intended recipient no longer be at that address provided, if the receiver refuses and/or fails to return the items.

14.5. Bacha Coffee waives standard shipping charges for all Singapore deliveries through Ninja Van. Bacha Coffee charges for standard shipping for all International deliveries through DHL Express. Bacha Coffee may also offer additional shipping options from time to time and charges will be displayed at during the checkout process.

14.6. Bacha Coffee has used best efforts to ensure that where certain countries impose shipping restrictions on certain Products, the Products falling under those restrictions will not be offered for sale when that particular country is selected. However, Bacha Coffee will not be responsible in the event any item is detained or declined at customs due to any reason including shipping restrictions. In the event any item purchased which has been declined by customs and returned to Bacha Coffee, we will provide you with a full refund of the amount you originally paid.

#### VERIFICATION OF PURCHASES

15.1. You are responsible to verify the quantity and condition of the purchases upon delivery.

15.2. In case you observe damaged or missing items, you must notify and file a claim with the courier and inform Bacha Coffee within 7 days after the delivery. Bacha Coffee shall in such case provide you with identical replacement merchandise.

15.3. We have made every effort to display as accurately as possible the colours of our Products that appear in this Website. However, as computer and mobile phone or any other electronic device screens vary, we cannot guarantee that your screen's display of any colour will be completely identical to our Products.

#### RETURNS AND EXCHANGES POLICY

THIS SECTION ON "RETURNS AND EXCHANGE POLICY" DOES NOT AFFECT YOUR STATUTORY RIGHTS.

16.1. You have the right to return any unopened packed coffee or coffee accessory that does not suit you within 30 days after receipt of the order.

16.2. You are entitled to a replacement or refund for any items which are deemed defective within 30 days after receipt of the order.

16.3. Bacha Coffee will only accept returns of unopened packed coffee beans and coffee accessories in their original condition and packaging and accompanied by the invoice. Returns that are used, damaged, soiled or where the packaging has been torn will not be accepted and may be returned to the Customer, at the Customer's expense (this may include shipping costs and additional duties and taxes).

16.4. All international returns to Bacha Coffee HQ will be chargeable at a flat rate of S\$15. We request that you contact us at CustomerService@BachaCoffee.com prior to all return requests and the team will arrange for your items to be returned to us via DHL Express to ensure that they are protected and insured during transit.

Please note that we will not be liable for goods which are not returned using our DHL Express service.

16.5. For orders shipped to Singapore, Bacha Coffee will refund the original purchase price (including GST) of the item. For orders shipped to countries other than Singapore, Bacha Coffee will refund the original purchase price of the item less any applicable duties, taxes or shipping charges. Reimbursement will be made within a maximum of 30 days upon receipt of the returned merchandise. The return postage will be at your charge.

16.6. In order to be entitled to a refund, return or repair, please contact us as stated below by email at CustomerService@BachaCoffee.com or call us from Monday through Friday, 9am to 6pm GMT+8 excluding Singapore Public Holidays: Singapore: +65 6737 7788.

## PROMOTIONAL CODES

The following terms and conditions ("PC Terms") apply to the redemption and use of the Bacha Coffee promotional codes ("Promotional Codes") featured on our website at <https://BachaCoffee.com> and on our mobile application.

17.1. Promotional Codes may be obtained via email or print material.

17.2. Promotional Codes may be used only towards the purchase of qualifying items listed on our website and sold on our website by Bacha Coffee (the 'Qualifying Items').

17.3. Promotional Codes entitle you to:

(a) A savings on new orders of Qualifying Items placed on this Website. Details of the applicable discount or saving entitlement and price calculation will be shown with the description in the email or print material providing you with the Promotional Codes;

- b) Preferential/discounted freight rates;
- (c) A non-exchangeable fixed complimentary gift with purchase (to be determined by Bacha Coffee).

17.4. A Promotional Code may only be used:

- (a) For a single new purchase order of one or more Qualifying Items (the 'QI Order'); and,
- (b) For the period of time specified in Bacha Coffee's email or print material accompanying the Promotional Codes (the 'Offer Period'). The expiry date of the Offer Period for each Promotional Code is clearly shown on Bacha Coffee email or print material accompanying the Promotional Codes.

17.5. Redemption of Promotional Codes

Redemption Codes

- (a) Can only be redeemed online;
- (b) Void where prohibited by applicable law;
- (c) Only one (1) Promotional Code may be redeemed per user account/per household/per promotion;
- (d) Redeemable on Qualifying Items only;
- (e) Cannot be used in combination with other discounts, coupons, promotions, shipping specials or other Promotional Codes;
- (f) Must be entered at check out in order to be applied to your QI Order;
- (g) Cannot be applied after the QI Order is submitted.

17.6. Bacha Coffee reserves the right not to process the QI Order where it determines that the Promotional Code used is invalid for the QI Order being placed.

17.7. By placing the QI Order, you represent you have read, understood and agreed to be bound by these PC Terms and you acknowledge and agree to be legally bound by these PC Terms.

17.8. The placing of a QI Order is subject to availability of the Qualifying Items and Bacha Coffee reserves the right to amend, withdraw or terminate the validity of any Promotional Code at any time without prior notice to you.

17.9. The Promotional Codes may not be

- (a) Used on any existing order;

- (b) Used in conjunction with any other offer or promotion. This Website is updated regularly and Promotional Codes may only be used in relation to clearly demarcated Qualifying Items at the time of placing the QI Order;
- (c) Be exchanged for cash, credit or gift certificates;
- (d) Valid after the expiry date.

#### 17.10. Values of Promotional Codes

##### Promotional Codes

- (a) Are not replaceable if lost, stolen or damaged;
- (b) Cannot be combined with other discounts, reward points, vouchers and promotions;
- (c) Be have no cash value and may not be redeemed for cash.

17.11. Please note that these Terms shall apply to the use of the Promotional Codes. If there is an inconsistency between any of the provisions of the PC Terms and these Terms, the provisions of the PC Terms shall prevail.

17.12. Bacha Coffee reserves the right to amend, change and/or delete any information or any of the PC Terms at any time without liability and without giving any prior notice to the holders of the Promotional Codes, or to suspend or cancel the promotional code program in whole or in part.

17.13. You understand and agree that any material and/or data downloaded or otherwise obtained through this Website is done entirely at your own discretion and risk. At no point does Bacha Coffee guarantee that the Promotional Codes presented on our website to be completely correct.

17.14. If you have any enquiries please contact us at [CustomerService@BachaCoffee.com](mailto:CustomerService@BachaCoffee.com).

#### FORCE MAJEURE

19.1. Bacha Coffee shall not be liable to the Customer for default of its obligations under this these Terms or in relation to the Products when such default is by reason of:

- (a) fire, accident, any law, order, proclamation, regulation, demand or requirement of the Government of Singapore or of any of its government agencies, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of products or raw materials, delay in transit or other causes whatsoever (whether similar to the foregoing or not) beyond the reasonable control of Bacha Coffee;
- (b) Act of God (i.e. extraordinary or unforeseeable manifestation of the forces of nature beyond the powers of human intervention, such as tornadoes, hurricanes, typhoons and earthquakes);
- (c) war or armed conflict or acts of terrorism, which include disruption of civil authority, transportation and communication services, in which cases, Bacha Coffee shall be excused from such performance to the extent of such prevention.

19.2. In the event of delay in delivery, Bacha Coffee will perform its obligations as soon as reasonably possible, and it reserves the right to allocate any remaining product supply among the customers in a fair and reasonable manner.

## OTHER PROVISIONS

20.1. No failure, delay, relaxation or indulgence on the part of Bacha Coffee in exercising any power or right conferred upon it in these Terms shall operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under these Terms.

20.2. These Terms embody the entire agreement concluded between Bacha Coffee and you concerning the access and use of the Online Shopping and content. Any other terms or conditions issued by Bacha Coffee and governing its relations with you, in particular relating to any product or service, shall supplement these Terms and in the event of any inconsistency between them, the other terms and conditions shall prevail over these Terms.

20.3. If any of these Terms is held or interpreted by any governmental authority or a court of competent jurisdiction, to be illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms, such provisions shall be fully separable and these Terms shall be construed as if such illegal or invalid provision had never comprised a part of these Terms and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from these Terms.

20.4. Except for all affiliates of Bacha Coffee, no other person shall have any rights whether under the Contracts (Rights of Third Parties) Act or any other law to enforce or enjoy any benefit under these Terms. Notwithstanding anything in these Terms the consent of any third party is not required for any variation (including any release or compromise of any liability under) of these Terms.

20.5. These Terms constitute the entire agreement between you and Bacha Coffee with respect to your use of this Website and supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between Bacha Coffee and its affiliates in respect of the matters dealt with in these Terms. No promise, inducement, representation or agreement other than as expressly set forth in these Terms have been made by Bacha Coffee or its affiliates.

20.6. If any term of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then these Terms, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20.7. Bacha Coffee reserves the right to modify these Terms at any time. Your decision to continue to visit and make use of the Online Shopping after such changes have been made constitutes your formal acceptance of the new Terms. Therefore, we ask that you check and review these Terms for such changes occasionally. Should you not agree to any provision herein or any changes we make to

these Terms, we ask and advise that you do not use or continue to access the Online Shopping immediately.

20.8. The headings of the provisions of these Terms are for convenience only and shall not alter or modify the terms and conditions in any manner.

#### APPLICABLE LAW

21.1. Your use of this Website and these Terms shall be governed by, and interpreted in accordance with the laws of Singapore and subject to clause 22 below, you agree to submit to the exclusive jurisdiction of the courts of Singapore to settle any dispute arising out of or in connection with these Terms and your use of this Website (including a dispute regarding the existence, validity or termination of these Terms).

#### MEDIATION

Any dispute, difference, controversy or claim between you and Bacha Coffee arising out of or in connection with this Website and these Terms shall first be submitted to the Singapore Mediation Centre for resolution by mediation in accordance with the mediation procedure for the time being in force. You agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

01/2020

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