

ETNACOFFEE LTD

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS ON WHICH ETNACOFFEE LTD

("WE"; "OUR"; "US"; "ETNACOFFEE") SUPPLIES ANY OF THE GOODS ("GOOD"; "GOODS") LISTED ON WWW.ETNACOFFEE.NET ("WEBSITE") TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER FOR ANY OF THE GOODS. YOU ACKNOWLEDGE THAT BY CLICKING ON THE BUTTON MARKED "I ACCEPT", OR BY MAKING ANY USE OF OR BROWSING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO PLACE AN ORDER FOR ANY OF THE GOODS VIA THE WEBSITE.

YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.

1. INFORMATION ABOUT ETNACOFFEE LTD AND THE WEBSITE

1.1. The Website is owned and managed, operated and maintained by Etnacoffee Ltd, company registration number 8997568, whose registered office is at 3, Victoria Arcade, London, SW1E 5ND.

1.2. Etnacoffee Ltd shall be entitled at its own discretion to suspend the Website for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any such suspension or unavailability of the Website.

1.3. Etnacoffee Ltd reserves the right to make any changes to the Website including any functionalities and content therein or to discontinue any of the Goods or features of the Website without notice.

1.4. Etnacoffee Ltd may be contacted at 3, Victoria Arcade, London, SW1E 5ND or by e-mail at info@etnacoffee.net.

2. PRELIMINARY INFORMATION

2.1. By placing an order with Etnacoffee for the purchase of the Goods, you warrant that:

2.1.1. you are legally capable of entering into any binding contracts;

2.1.2. you are at least 18 years old; and

2.1.3. you are not in any way prohibited by the applicable law in the jurisdiction which you are currently located to enter into these Terms and Conditions for the purchase of the Goods.

3. PLACING AN ORDER

3.1. In order to purchase any of the Goods from the Website, you shall be required to complete the online form ("Order Form") made available to you on the Website. Upon completion of the Order Form, you will be directed to enter your payment details in order to make payment of the Goods and confirm placement of the order ("Order").

3.2. By placing an Order, you consent to Etnacoffee conducting verification and security procedures in respect of the information provided in the Order Form.

You hereby warrant that the information provided to Etnacoffee is true, accurate and correct. You further warrant that you shall promptly notify Etnacoffee in the event of any changes to such information.

4. FORMATION OF CONTRACT

4.1. All Orders are subject to availability and must be placed before such time as stated in the delivery section of the Website from time to time. Any order placed after this time will be processed at Etnacoffee's sole discretion. Orders of more than three (3) party sets must be made at least 24 hours in advance. We will inform you as soon as reasonably practicable if the Goods you have ordered are not available and Etnacoffee will not process your Order.

4.2. After placing an Order, you will receive an e-mail from Etnacoffee acknowledging that we have received your Order ("Order Confirmation Email"). Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy Goods. All Orders are subject to acceptance by us. Etnacoffee will send you a separate e-mail once we have received your payment for the Order ("Payment Confirmation"). The contract between us will only be formed once we have dispatched the Order for delivery ("Contract").

4.3. The Contract will relate only to those Goods whose dispatch we have confirmed in the Dispatch Confirmation. Etnacoffee will not be obliged to supply any other Goods which may have been part of your Order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

5. GOODS

5.1. You acknowledge the Goods may contain traces of nuts, egg, milk, gluten.

5.2. Etnacoffee reserves the right to substitute the Goods available on the Website from time to time and at its sole discretion.

5.3. If Etnacoffee is unable to supply you with any Goods, for example because the Goods are no longer in stock or no longer available or because of an error in the Price (as defined below) on our Website as referred to in clause 6.4, Etnacoffee will inform you of this by telephone or e-mail and Etnacoffee will not process the Order. If you have received Payment Confirmation in respect of your Order, we will offer you the possibility of choosing between a substitute of the goods not available, or refund you the relevant amount as soon as possible.

6. PRICE AND PAYMENTS

6.1. The price of the Goods and our delivery charges will be as quoted on our Website from time to time, except in cases of obvious error ("Price").

6.2. Unless otherwise expressly set out to the contrary, the Price quoted on the Website shall be inclusive of applicable value added taxes and exclusive of the delivery charges. For the avoidance of doubt, the delivery charges shall be set separately on the Order Form, Order Confirmation E-mail and the Dispatch Confirmation.

6.3. Due to the nature of the business, you acknowledge and agree that the Price may be subject to change and variation from time to time without prior notification to you.

6.4. Etnacoffee shall use its reasonable endeavours to ensure that the Price for the Goods on the Website are accurate and correct at all times. However, you acknowledge and accept that such Goods may at times be incorrectly priced. Where there is a discrepancy between the actual Price and the advertised Price, Etnacoffee shall inform you of the actual Price of the Goods. Thereafter, you shall

have the option of proceeding with your Order in consideration for the actual Price or cancelling your Order with Etnacoffee.

6.5. You may pay for your Order using a credit card, debit card or any other method of payment as specified on the Website. Etnacoffee reserves the right not to process your Order if Etnacoffee has not received payment of the Price and any other additional charges, including without limitation any applicable taxes and delivery charges.

6.6. For your information, we use third party payment handlers to process your payment and you agree that you have given us permission to do so by complying with the terms herein.

7. DELIVERIES

7.1. Etnacoffee aims to deliver your Order to you, subject to the provisions set out herein, within the timescales set out on the Dispatch Confirmation, unless there is a Force Majeure Event. If we are unable to meet the estimated delivery time because of a Force Majeure Event, we will contact you with a revised estimated delivery time.

7.2. All applicable delivery charges are excluded from the Price quoted on the Website. Delivery charges will be as set out on the Website and confirmed in the Order Confirmation E-Mail.

7.3. Goods are only available for delivery to a selection of postcodes set out on the Website. Etnacoffee may add to or remove from the selection of postcodes it delivers to at its sole discretion and without notice to you.

8. CANCELLATION RIGHTS AND RETURNS

8.1. Your legal right to cancel an Order under the Consumer Protection (Distance Selling) Regulations 2000 does not apply in the case of perishable goods, such as food, drink. Cancellation and refund of an Order for the Goods is subject to the terms of this clause 8 and 9 below.

8.2. Any Order cancellation must be made within ten (10) minutes of your receiving the Order Confirmation E-Mail and is subject to Etnacoffee having not processed your Order. Acceptance of such cancellation and the issue of a refund is made at our sole discretion. Where we have agreed to provide you with a refund, you will receive a full refund of the Price for the Goods, no later than thirty (30) days from the date of receipt by Etnacoffee of your notification to cancel.

9. DAMAGED GOODS

9.1. In the event that the Goods delivered to you are damaged in transit, Etnacoffee shall provide you with replacement of your Order, or if such Goods are unavailable, then an alternative which is as close an alternative as possible. Etnacoffee shall bear the delivery costs incurred by you in returning the damaged Goods to us, subject always that you provide us with documentary evidence supporting such delivery costs.

10. REGISTERING AN ACCOUNT

10.1. You shall be entitled to register with the Website by completing the online registration form and setting up an account ("Account"). However, you may use the Website and place an Order without registration of an Account.

10.2. Where you choose to register an Account, you shall be provided with a login and password ("Login Details") in order to access your Account. You agree to keep your Login Details confidential and not to allow any other individuals to use your Login Details to access your Account.

10.3. You agree to notify us in the event of a breach of security or of any unauthorised use (suspected or otherwise) of your Login Details and Account.

10.4. You hereby undertake to indemnify us and hold us harmless for any claims, losses, costs and expenses that we may suffer as a result of any activities conducted using your Login Details.

10.5. In the event that we, in our sole and absolute discretion, consider that you have breached any of the terms set out in these Terms and Conditions, we reserve the right to take any action that we deem to be necessary, including without limitation, the termination forthwith and without notice, your use of and access to the Website; and in the case of illegal use, the instigation of legal proceedings.

10.6. You may terminate your Account with us by giving us not less than seven (7) days notice.

11. PROMOTIONAL CODES

11.1. We may from time to time provide you with promotional discount vouchers or codes as part of our marketing and promotional campaigns. The validity and use of such vouchers or codes shall be strictly subject to any relevant and additional terms which shall be made available to you on the Website or otherwise by e-mail.

12. ADDITIONAL OBLIGATIONS

12.1. You agree that you are solely responsible and liable for all activities on the Website carried out by your use of the Website.

12.2. You further agree that at all times, you shall not:

12.2.1. use the information presented on the Website or provided to you by Etnacoffee for any commercial purposes; or

12.2.2. infringe any rights of any third parties.

13. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

Liability in respect of Orders

13.1. Subject to clause 13.2 and 13.4 and in respect of any Order, if we fail to comply with these Terms and Conditions, we shall only be liable to you for losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure, provided always that such losses are limited to the Price paid under the relevant Order.

13.2. Subject to Clause 13.4, Etnacoffee will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- 13.2.1. loss of income or revenue;
- 13.2.2. loss of business;
- 13.2.3. loss of profits;
- 13.2.4. loss of anticipated savings;
- 13.2.5. loss of data; or
- 13.2.6. waste of management or office time.

However, this Clause 13.2 will not prevent claims for loss of or damage to your tangible property that is foreseeable or any other claims for direct loss that are not excluded under Clause 13.2.1 to 13.2.6 inclusive of this Clause 13.2.

Liability in respect of general use of the Website

13.3. Subject to clause 13.4, Etnacoffee hereby expressly excludes any liability for any direct, indirect or consequential loss or damage incurred by any you in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it.

13.4. Nothing in these Terms and Conditions excludes or limits our liability for:

- 13.4.1. death or personal injury caused by our negligence;
- 13.4.2. fraud or fraudulent misrepresentation;
- 13.4.3. any breach of the obligations imposed by section 12 of the Sale of Goods Act 1979;
- 13.4.4. defective goods under the Consumer Protection Act 1987; or
- 13.4.5. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. Etnacoffee and its licensors own all the intellectual property rights ("Intellectual Property Rights") relating to the Website (including all material published on it) and the Goods.

14.2. You are expressly prohibited from:

- 14.2.1. reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Website; and
- 14.2.2. removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by us or our licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Etnacoffee or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to Etnacoffee.

14.3. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.

14.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

14.5. Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

14.6. You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

14.7. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. GENERAL USE OF THE WEBSITE

15.1. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.

15.2. From time to time, we may restrict access to some parts of our Website, or our entire Website.

15.3. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

15.4. Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. Etnacoffee therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

15.5. We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

15.6. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

15.7. Etnacoffee will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

15.8. You may not create a link to the Website from another website or document without Etnacoffee's prior written consent.

15.9. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Etnacoffee have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

16. PRIVACY POLICY

16.1. Etnacoffee enforces a strict privacy policy which is available by clicking [here](#). The terms of the Privacy Policy form part of these Terms and Conditions and you agree to be bound by them.

17. COMPLAINTS

17.1. If you have reason to believe that any of the terms herein have been breached or you have a complaint to make, please log the complaint by calling +44 20 8127 8588 or write to us at the address provided herein.

18. EVENTS OUTSIDE OUR CONTROL

18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event").

18.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

18.2.1. strikes, lock-outs or other industrial action;

18.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

18.2.3. fire, power outage, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

18.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

18.2.5. impossibility of the use of public or private telecommunications networks; and

18.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

18.3. Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

19. GENERAL

19.1. If Etnacoffee fails at any time to insist upon strict performance of its obligations under these Terms and Conditions, or if it fails to exercise any of the rights or remedies to which it is entitled under these Terms and Conditions, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.

19.2. A waiver by Etnacoffee of any default shall not constitute a waiver of any subsequent default.

19.3. No waiver by Etnacoffee of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

19.4. If any of these Terms and Conditions is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

19.5. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and Etnacoffee in respect of your use of the Website and your use of the Goods, and shall supersede any prior agreement, understanding or arrangement between you and Etnacoffee, whether oral or in writing.

19.6. You acknowledge that in entering into these Terms and Conditions, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between you and Etnacoffee except as expressly set out in these Terms and Conditions.

19.7. These Terms and Conditions are governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of these Terms and Conditions.

[Terms and Conditions](#)

[Privacy policy](#)

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