



Odorless grade A unrefined shea butter with intact natural properties

GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS

These General Terms and Conditions of **EXXENZE** govern the acquisition of goods/services provided to customer by EXXENZE. The General terms & Conditions and the associated P.O. agreement constitute the final agreement after signing by both parties. In the case of contradictions between these General Terms and Conditions and the individual contract, the latter applies.

1. Order

2.1 EXXENZE reserves the right to change quantity or price due to force majeure, seasonal raw material shortages, market changes and official price changes and will inform the customer in time of changes

2.2 The customer is bound to accept and pay the purchased goods at the agreed terms.

2. Deliveries / services

2.1 The date of delivery specified in the P.O. agreement is an estimate only and shall not be of the essence of the contract. EXXENZE shall not be liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of goods.

2.2 Goods from 500kg are delivered within 4 – 5 weeks; if needed within 2 weeks, additional cost incurs. And below 500kg good is delivered within 2-3 weeks.

2.3 EXXENZE will deliver Goods purchased by the Customer to the Customer's indicated delivery address.

2.4 The risk and ownership of the delivered goods shall pass to the customer upon delivery.

2.5 International delivery carries a different delivery time within 40 – 60 days.

3. For Warranty

3.1 Goods with a shelf life, i.e. an expiration date, that do not meet such mentioned shelf life requirement, the Customer shall give notice in writing to EXXENZE during the warranty period, within 5 Business Days of discovery that some or all the goods do not comply with the specification.

3.2 Customer demand the right to request for product Lab test certificate to determine value.

3.3 EXXENZE shall replace any such Good that does not meet the specification detail in the P.O. agreement.

4. PRICE AND PAYMENT

4.1 The price for the supply of goods and services are as set out in the P.O. agreement. EXXENZE shall invoice the customer upon dispatch of the goods.

4.2 Invoiced amounts shall be due and payable within 14 days of invoice date. EXXENZE shall be entitled to charge interest on overdue invoices from the date when payment becomes due. Every 10 days after due payment, 7% of total goods amount will be charged to customer.

4.3 All prices are quoted exclusive of CH VAT where applicable.

4.4 The prices exclude transport and handling.

4.5 EXXENZE reserves the right to repossess any goods should the Customer become insolvent or fail to pay for them under the terms of the P.O. agreement.

4.6 International customer is required to pay the full amount before delivery.

5. Orders

5.1 The customer may place the Order by submitting their request to EXXENZE on contact form on the Website/email/post/telephone.

5.2 Local and International customer may issue paid purchase order before goods supplied.

5.3 The Order shall not be valid unless it contains sufficient information to enable EXXENZE to carry out the customer's requirements. EXXENZE may need to request from the customer further information or clarification of the Order. Where EXXENZE requests such information or clarification, the customer shall provide EXXENZE the requested information.

5.4 EXXENZE shall acknowledge the customer's Order as soon as practicable.

6. Cancellation of Orders

An order accepted by EXXENZE cannot be cancelled without EXXENZE prior written consent (in its sole discretion). No application for cancellation or delay in delivery will be considered unless made by customer in writing to EXXENZE within 3 business days of ordering. EXXENZE will consider an application for cancellation or delay in delivery in its sole discretion.

7. Small quantity surcharges

If the invoice value of an order is less than 200 kg, a surcharge will be charged. Small quantity surcharge is not levied if the goods can be delivered by a parcel service provider. We reserve the right to request the port charges.

8 Complaints/ Returns

8.1 Complaints regarding the delivery or invoice must be made immediately, latest 5 days after receipt of the delivery, the invoice must be attached.

2.2 Properly delivered goods cannot be returned. Exceptionally, and after consultation with EXXENZE, a credit may be issued.

9. Product Specification

9.1 Specifications are done by EXXENZE according to WHO standard premium quality Unrefined shea butter. EXXENZE will do its best to deliver to customer as requested.

9.2 The goods are packed in 5 kg, 10 kg and 25 kg in a vacuumed sealed nylon, preserved for storage.

9.3 Product label will be visible on package, namely; Product name, Manufactured date and Country of origin

9.3 EXXENZE also produces according to customer specification depending on order volume at extra cost.

10. Customer confidentiality

Customer confidentiality is important to EXXENZE. EXXENZE will not pass customer data to business partners without customer consent unless needed for the business transaction.

11. Product liability

EXXENZE accepts liability only for deliberate or negligently added damages regarding the fulfillment of its agreement. Any further liability or obligation, consequential damages, e.g. Production losses, are hereby expressly excluded.

12 Governing law and Jurisdiction

This Contract, and any disagreement or claim arising in connection with it shall be governed by, and construed in accordance with the Swiss Law. Each party totally agrees that the courts of Switzerland have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement. The court of jurisdiction for all rights and obligations of the contracting parties is the competent court in Bern.