

## Policies for Online Shopping

Contact us if you have any questions about our Coffee and tea products, policies, store locations or for any feedback, comments or questions. Generally we are best reached by email: [info@twigaimports.com](mailto:info@twigaimports.com)

### **Payment Options**

### **Privacy and Security**

### **Returns**

### **Shipping**

### **Sales Taxes**

### **Terms and Conditions**

### **Copyright**

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### **Payment Options**

Online purchases from Twiga Imports, Inc. ("Twiga") must be made using a credit card. We accept Visa, Mastercard, and Discover.

#### **Safety**

Entering your credit card information at Twiga online is safe. We have taken the necessary steps to ensure your payment information is processed with accuracy and confidentiality.

#### **Store Name**

Kisii Products are Twiga's Premium line of coffees and teas. Your purchases will appear as "Twiga Imports, Inc" on your credit card statement.

#### **Money Orders**

If you prefer to use Money Orders to pay for your purchase, they must be in US Dollars. [Click here](#) to contact us by Email or call us toll free at 866.388.9442.

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### **Privacy and Security**

We at Twiga are committed to protecting your privacy. We use the information you provide during online purchasing to process your online orders only. We do not sell, trade or rent your personal information to others. Twiga may release account information when we believe, in good faith, that such release is reasonably necessary to either comply with law, enforce or apply the terms of any of our user agreements or protect the rights, property or safety of Twiga, our users, or others. We collect no other personal information about you other than what you provide during the checkout process.

#### **Personal Information Collected**

In order to process your online order, we require your name, email address, credit card number, expiration date, the name and billing address of your credit card, shipping address if different than your credit card billing address, and a contact phone number. This allows us to process and fulfill your order and to notify you of your order status.

#### **Protecting Your Personal Information**

When you provide us with your personal information to process your online order, we receive this information using a secure Internet server employing the industry standard secure transmission protocol known as SSL (Secure Socket Layer). SSL encrypts all personal information you send us, ensuring that this information is sent to us in a private and secure manner. Once received, all of your personal information is protected against unauthorized access.

A Twiga company representative will only ask you for credit card information if they are taking an order placed by phone and initiated by the customer. We will never initiate contact to you by phone or email to ask for your credit card information. If you receive a phone call or email requesting such information - DO NOT PROVIDE ANY PERSONAL OR FINANCIAL INFORMATION. Instead, contact us by phone, fax or email below and let us know that you have been contacted. Twiga representatives may contact you by phone or email to confirm the details of your order if required for fulfillment.

#### **Consent**

By using our website, you consent to the collection and use of your personal information by Twiga. Your personal information is only used for the fulfillment of your order. We do not share or sell your information with **any** third party for any reason. If we change our Privacy policy, we will post the changes to this page so that you are always aware of the information we collect, how we use it and under what circumstances we disclose it.

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### **State Sales Taxes**

For all Twiga purchases, sales tax will be charged where Twiga is required by law to charge tax.

Taxes that appear on your online order are approximate. The actual taxes charged to your credit card will reflect the applicable state and local sales taxes, and will be calculated when your order is shipped. Orders shipped to NC will have all applicable local and state sales taxes added to your total order, and to your shipping charges where appropriate.

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## Returns for Online Purchases

### Returns

We want you to be satisfied with anything you order from Twiga, and we will gladly accept back any item that was purchased within 30 days of receipt that you do not wish to keep. Unfortunately, we do not cover the cost of shipping the unwanted items back to Twiga.

We will gladly assist you with an exchange or refund of these items. Please [Click here](#) to email us or contact us at 866.388.9442 toll free and we will facilitate any returns.

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## Shipping Methods and Options

We ship all orders to the forty eight contiguous United States via UPS, including all Standard Ground orders. In addition to shipping time, please allow 2-3 business days for us to process your order and 7-10 business days for overall delivery time when shipping UPS Standard Ground. All orders shipped to Alaska and Hawaii ship UPS 2nd Day Air only.

We also offer the following expedited shipping options within the US:

UPS 2nd Day Air  
(Required for orders to Alaska and Hawaii)

UPS Next Day Air

Orders shipped via Next Day Air, or 2nd Day Air must be placed by 2 PM EST in order to be shipped same day. UPS does not deliver Twiga orders on Saturday or Sundays.

### International Orders

International shipping costs may vary. Please contact us at 866.388.9442 or call 919.3292585 [Click here](#) to place your order by email.

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### Multiple Shipping Addresses

You may ship items to separate mailing addresses ONLY by placing separate orders for each destination.

### Shipping to a P.O. Box or APO, FOP Address

For tracing purposes, we ship orders via UPS only. Twiga cannot ship to P.O. Boxes, APO or FPO addresses at this time due to UPS limitations. UPS requires a street address for all deliveries. Please be sure to enter a complete shipping address for all online orders where the item description indicates shipment via UPS.

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## Terms of Purchase

The terms and conditions set forth in these terms of purchase (this "Agreement") and the "Terms of Access" constitute the entire agreement between Twiga and you (the "Buyer") concerning product purchase through the Website. Capitalize terms used herein shall have the meaning as defined herein, or if not defined, as defined in the Terms of Access.

### 1. Offer and Acceptance

By ordering a product on the Website, Buyer shall be deemed to have made an offer to buy the specified product from Twiga pursuant to this Agreement. The acceptance and fulfillment by Twiga of any order placed on the Website is subject to Buyer's acceptance of all of the terms of this Agreement.

### 2. Prices, Availability and Taxes

Prices of product on the Website are subject to change at any time without notice. All products may not be available in all areas. Product availability is subject to change at any time and Twiga makes no representations of warranties regarding product availability. Buyer shall be responsible for any tax or other governmental charge due to the sale, use or delivery of the product, including, but not limited to, Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Revenue Tax, Value Accrued or Value Added Tax, and Transportation Tax. All applicable taxes and other charges will be added to the purchase price.

### 3. Payment

When ordering products on the Website, Buyer may use VISA, MASTERCARD or DISCOVER. Twiga will not accept checks or COD payments. If Buyer fails to pay for any products received, Twiga shall have the right, in addition to other remedies, to suspend or cancel further deliveries, and to proceed in any court of proper jurisdiction against Buyer for all amounts due to Twiga including, but not limited to, attorney fees, costs and interest.

#### **4. Shipping, Title and Risk of Loss**

Twiga will ship products using the shipping method selected by Buyer on the Website. All sales are made F.O.B. Shipping Point. Twiga shall use reasonable efforts to cause products to be delivered to Buyer by requested delivery dates, but shall in no event be liable for any losses or damages caused by delay or non-delivery of products. Buyer shall be responsible for all shipping charges. Title and risk of loss in the products shall pass to Buyer upon Twiga's (or its agent's) delivery to the carrier at the shipping point.

#### **5. Disclaimer of Warranties**

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING NONINFRINGEMENT, THE PRODUCTS, OR THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Buyer is solely responsible for determining the suitability of the products for the uses and applications contemplated by Buyer. Buyer assumes all risks and liabilities arising out of possession, use, or resale of the products, whether used singly or in combination with other material, including, but not limited to, any risk or liability based on alleged negligence on the part of Twiga.

#### **6. Buyer's Representations**

Buyer represents that he/she has the requisite power and authority to enter into this Agreement and to perform the obligations under this Agreement. Buyer represents that he/she has provided accurate information to Twiga in purchasing products through the Website and that his/her offer to purchase products complies with all applicable laws. Buyer acknowledges and agrees that he/she is solely responsible for compliance with all applicable laws and regulations concerning Buyer's purchase, possession, use, or resale of the products. Buyer further represents that he/she is familiar with the characteristics of the products, and will comply with all laws, regulations, and standards applicable to the possession, handling, processing or use of the products by Buyer, including, but not limited to, the Occupational Safety & Health Act of 1970.

#### **7. Indemnification**

Buyer shall defend, indemnify and hold Twiga and its suppliers, including, but not limited to, their affiliates, agents, assigns, attorneys, employees, insurers, officers, predecessors, representatives, and successors, harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or to death of Buyer or other persons) arising from or connected with (a) a breach by Buyer of this Agreement or (b) the possession, handling, use, or resale of the products by Buyer or others, including, but not limited to, any claims alleging negligence on the part of Twiga. Twiga may participate in the defense of any such claim for the further protection of its own interests.

#### **8. Limitation of Claims**

Without limiting the scope of any other terms and conditions herein, any and all claims related to products sold to Buyer through the Website shall be made within thirty (30) days after receipt of the product to which the claim relates, or if for non-delivery, after the scheduled delivery date thereof. Buyer's failure to give Twiga written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim. In no event shall Buyer commence any action against Twiga related to products sold to Buyer through the Website later than one year after receipt of the product giving rise to such action.

#### **9. Limitation of Liability**

Without limiting the scope of any other terms and conditions herein, including Twiga's disclaimer of warranties, no claim of any kind, whether as to products delivered or for non-delivery of products, or otherwise, and whether based on contract, breach of warranty, negligence, strict liability, indemnity, contribution, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL TWIGA BE LIABLE FOR LOSS OF BUSINESS, LOSS OF PROFITS OR GOOD WILL, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, AND NOTWITHSTANDING ANY CLAIM THAT SUCH LOSSES WERE REASONABLY FORESEEABLE TO TWIGA OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

#### **10. Force Majeure**

Without limiting the scope of any other terms and conditions herein, Twiga shall not be responsible or liable for any delay or failure to deliver any or all of the products for causes beyond its reasonable control, including, but not limited to, any cause or circumstance which makes impracticable the production, transportation or delivery of the products. Twiga may cancel an order to the extent the quantity not delivered is due to any such cause or circumstance. In no event shall Twiga be obligated to purchase products to replace any quantity not delivered due to any such cause or circumstance. In the event of any cause or circumstance excusing Twiga, Twiga shall have the right to allocate any remaining product supply among its customers, including those not under contract, in a fair and reasonable manner, and Buyer hereby releases Twiga from responsibility or liability for any resulting incomplete fulfillment of Buyer's order.

#### **11. General**

a) No waiver by either party of any breach of any terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other terms or condition herein. Nothing contained herein shall limit the remedies of Twiga in the event of Buyer's breach of this Agreement.

b) All notices related to this Agreement shall be in writing. The parties expressly agree that electronic communications shall be considered "writings" for all purposes under applicable law. If notice is not sent by electronic communications, notices shall be deemed given when delivered to or deposited in the United States mail, first class, postage prepaid, and, if to Buyer, sent to the address identified by Buyer when registering to purchase products through the Website and, if to Twiga, 975 Walnut Street 300H, Cary, NC 27511.

c) If any terms and conditions herein are held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other term or condition herein.

d) These Terms and Conditions shall be governed by and construed under the laws of the State of North Carolina, United States of America, without regard to conflict of laws principles. Any legal action with respect to any transaction subject to this Agreement must be commenced within one year after the cause of action has arisen. Any actions arising out of products purchased through the Website shall be commenced in the state or federal courts of North Carolina. Buyer agrees to submit to the jurisdiction of these courts and waives any claim that venue is improper for any reason in these courts.

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## Terms of Use

Twiga provides this Website for your use subject to the terms and conditions set forth below. Please read the following information carefully:

1. **Web Copyright Information.** All pages within this Website are the property of Twiga. No portion of the materials on these pages may be reprinted or republished in any form without the express written permission of Twiga.
2. **Trademark Notice.** Twiga and the Twiga logo are trademark and service marks of Twiga. All other trademarks, service marks and logos used in this site are the trademarks, service marks or logos of their respective owners.
3. **Warranty Disclaimer.** THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES.

TWIGA, ITS AFFILIATES OR SPONSORS ARE NOT NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE SITE, SITE-RELATED SERVICES OR USE, AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

Although Twiga attempts to ensure the integrity and accurateness of the Website, it makes no guarantees whatsoever as to the correctness or accuracy of this site. It is possible that the site could include inaccuracies or errors, and that unauthorized additions, deletion and alterations could be made to the Website by third parties. In the event that an inaccuracy arises, please inform Twiga so that it can be corrected.

4. **Linked Sites.** Twiga has not reviewed all of the sites linked to this site and is not responsible for the contents of any off-site pages or any other sites linked to this site. Your linking to any other off-site pages or other sites is at your own risk. This site may contain links to other Web sites operated and owned by third parties other than Twiga. Such links are provided for your convenience only. Twiga does not control such Web sites and is not responsible for their content. The fact that this site contains links to other sites does not mean that Twiga approves of, endorses or recommends those sites, nor does it imply any association with their operators. Twiga disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site and disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from any third party Web sites or content therein directly or indirectly accessed through links in this site.

5. Twiga may at any time revise these Terms by updating this posting. You are bound by any such revision and should therefore periodically visit this page to review the current Terms to which you are bound.

6. **Miscellaneous.** This Agreement is entered into in the State of North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Wake in the State of North Carolina, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and reasonable attorneys' fees. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written and oral agreements heretofore existing between the parties hereto are expressly canceled. Twiga may modify the terms of this Agreement by posting notice of such modification on a page of the Website entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

I ACCEPT

I DO NOT ACCEPT

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Twiga Imports Inc

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