

## Terms and Conditions

*Last updated: January 04, 2024*

### Agreement to our legal terms

We are Oh My Muffin ZZP, established in Groningen, Netherlands.

We operate the website <https://www.ohmymuffin.com>, and we provide a wide variety of plant-based muffins in Groningen. We offer dairy-free muffins options that are perfect for vegans, non-vegans and those with dietary restrictions.

You can contact us by phone at 0623 261 942, or by e-mail at [ohmymuffin@gmail.com](mailto:ohmymuffin@gmail.com).

These are the Terms and Conditions governing the use of this service and the agreement that operates between you and the company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the service.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the service.

By accessing or using the service you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the service.

Your access to and use of the service is also conditioned on your acceptance of and compliance with the Privacy Policy of the company. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the website and tells you about your privacy rights and how the law protects You. Please read our Privacy Policy carefully before using our service.

We expressly reserve the right to change these Terms and Conditions from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this website and these Terms and Conditions from time to time in order to familiarize yourself about any modifications. Your continued use of this website after such modifications will constitute acknowledgement of the modified Terms and Conditions and agreement to abide and be bound by the modified Terms and Conditions.

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## **1. Definitions**

**Country** refers to: Netherlands

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Oh My Muffin, registered in the register of the Chamber of Commerce under registration number 92492029, VAT number NL004954043B27, with its registered office at Helper Oostsingel 44, 9722AW Groningen.

**Device** means any device that can access the service such as a computer, a cellphone or a digital tablet.

**Service** refers to the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between you and the company regarding the use of the service.

**Website** refers to Oh My Muffin, accessible from <https://www.ohmymuffin.com>

**You** means the individual accessing or using the service, or the company, or other legal entity on behalf of which such individual is accessing or using the service, as applicable.

## **2. General**

- I. These conditions are accessible to everyone and can also be requested on the Oh My Muffin website [www.ohmymuffin.com](http://www.ohmymuffin.com).
- II. These general terms and conditions apply to all deliveries from Oh My Muffin to private customers.
- III. By placing an order you indicate that you agree to the delivery and payment conditions. Oh My Muffin reserves the right to change its delivery and/or payment conditions after the expiry of the term.
- IV. Oh My Muffin guarantees that the delivered product complies with the agreement and meets the specifications stated in the offer.

## **3. User Account and User Registration**

- I. When you create an account with [ohmymuffin.com](http://ohmymuffin.com), you must provide us information that is accurate, complete, and current at all times. You are responsible for safeguarding the password that you use to access the website and for any activities or actions under your password, whether your password is with our website or a third-party social media service. You agree not to disclose your password to any third party. You must notify Oh My Muffin immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
- II. If you wish to place an order for products available on the website, you may be asked to supply certain information relevant to your order including, without limitation, your name, your email, your phone number, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (a) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any order; and that (b) the information you supply to us is true, correct and complete. By submitting such

information, you grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of your order.

#### **4. Order time**

- I. Private individuals can place their orders 6 days a week. Orders are delivered within one working day. We deliver from Monday to Friday between 9:00 AM and 5:30 PM and Saturday between 9:00 AM and 12:00 PM. You will receive a notification with the delivery time the day before delivery.
- II. The order can be submitted to Oh My Muffin via the website. If you do not order on time, your order cannot be put into production on time and Oh My Muffin cannot therefore guarantee your delivery.
- III. Orders placed via the website are always confirmed by e-mail. Therefore, always check your details carefully.
- IV. Oh My Muffin is not responsible for any typographical errors or any incorrectly supplied addresses.

#### **5. Delivery**

- I. Delivery takes place while stocks last.
- II. The minimum free delivery amount for the private customer is at least €18. Amounts below this minimum will be subject to an addition delivery amount of €2.5 per delivery.
- III. Oh My Muffin tries to take into account a preference for a delivery time as much as possible.
- IV. If you are not present at the address and/or time indicated, it's your risk as a customer. The delivery costs will still be charged at that time. In this case, we will send you a notification, the products will be taken back and stored for 24 hours. This does not apply to Saturdays though. Subsequent delivery will only take place in consultation with the client and the costs associated with this will be charged to the customer.
- V. Oh My Muffin is not responsible for redelivery or refund if the product is refused at the delivery address.
- VI. We do not deliver on Sundays and public holidays, unless otherwise agreed.
- VII. In the event of emergencies and/or natural disasters, we reserve the right not to deliver the order.
- VIII. After the moment of delivery, the risk with regard to the products sold by (or on behalf of) Oh My Muffin and/or to be delivered to the customer passes to the customer.

#### **6. Payment**

- I. Orders placed via the website can be paid in advance, online, or at the delivery by card.
- II. Orders accepted by Oh My Muffin by telephone can be paid at the delivery by card.
- III. Payments made by the customer always serve to settle all costs owed.

#### **7. Prices**

- I. All prices on our website are in euros and includes the 9% VAT.
- II. All prices on our website are subject to printing and typographical errors. Oh My Muffin does not consider itself liable for any consequences of this.

- III. Changes in factors that can influence the cost price, such as the purchase price of raw materials, exchange rate differences, government measures, import and export duties, transport costs, insurance premiums, etc. may be passed on to the customer by Oh My Muffin.

#### **8. Trial period and Right of withdrawal**

- I. The Distance Selling Act as referred in Article 7:5 of the Dutch Civil Code is declared not applicable to Oh My Muffin, because Oh My Muffin supplies products that can spoil and/or age quickly as referred in Article 7:46d in conjunction with Article 7:46b of the Dutch Civil Code. Our products cannot be returned due to their nature.

#### **9. Data management**

- I. When you place an order with Oh My Muffin, your personal data will be included in Oh My Muffin's customer base. Bound by the Personal Records Act, Oh My Muffin will not provide your data to third parties.
- II. Oh My Muffin respects the privacy of users of the website and therefore ensures that your personal data is treated confidentially.
- III. Oh My Muffin may use a mailing list. Each mailing contains the necessary instructions to be removed from this list.

#### **10. Conformity and Warranty**

- I. Oh My Muffin guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal requirements existing on the date of the conclusion of the agreement, provisions and/or government regulations.  
However, Oh My Muffin is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the goods.
- II. The customer is obliged to immediately check the delivered goods upon receipt. If it appears that the delivered item is incorrect, defective or incomplete, the customer must immediately report these defects to Oh My Muffin by email (before returning it to Oh My Muffin). Returns of the goods must be made in the original packaging and in new condition (seal intact). Putting into use after discovery of a defect or damage, completely voids the right to complain and return.
- III. If complaints from the customer are found to be well-founded by Oh My Muffin, Oh My Muffin will, at its option, either replace the delivered goods free of charge or make a written arrangement with the customer regarding compensation, on the understanding that Oh My Muffin's liability and therefore the amount of compensation will always be limited to a maximum of the invoice amount of the relevant goods, or (at Oh My Muffin's discretion) to the maximum amount covered by Oh My Muffin's liability insurance in the relevant case. Any liability of Oh My Muffin for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost profits.
- IV. This warranty does not apply if: a) and as long as the customer is in default towards Oh My Muffin; b) the delivered goods have been exposed to abnormal conditions or have otherwise

been treated carelessly or have been treated contrary to Oh My Muffin's instructions and/or instructions for use on the packaging.

### **11. Offers**

- I. Offers are without obligation, unless stated otherwise in the offer.
- II. Upon acceptance of such a non-binding offer by the customer, Oh My Muffin reserves the right to revoke or deviate from this offer within a period of 3 working days after receipt of that acceptance.
- III. Oral commitments only bind Oh My Muffin if and after they have been expressly confirmed in writing.
- IV. Offers from Oh My Muffin do not automatically apply to repeated orders.
- V. Oh My Muffin cannot be held to an offer if the customer should have known that the offer or part thereof contained an obvious mistake or typo.
- VI. Other additions, changes and/or further agreements are only effective if agreed in writing.

### **12. Agreement and Cancellation**

- I. An agreement between Oh My Muffin and the customer will only be concluded after an order has been assessed for feasibility by Oh My Muffin.
- II. To cancel an order, the customer must contact Oh My Muffin. This can be done via email. Cancellations done in the same day of the order confirmation, will be canceled free of charge. For cancellations made the next day, meaning the day of the delivery, costs will be charged to the customer. This amounts to 25% of the total order amount. A cancellation and/or change is only final once Oh My Muffin has confirmed this by email.
- III. Oh My Muffin reserves the right not to accept orders without giving reasons or to only accept them on the condition that delivery only takes place after the amount due has been transferred by bank to Oh My Muffin.
- IV. To report a change, the customer must contact Oh My Muffin. This can be done via email. However, Oh My Muffin cannot guarantee that the order can be changed. Any costs associated with changes will be charged to the client.

### **13. Images and Specifications**

- I. All images, such as photos, drawings, etc., data regarding weight, dimensions, colors and images of labels, etc. on the Oh My Muffin website are only an approximation and may differ from the products delivered. Under no circumstances will this give rise to compensation and/or termination of the agreement.

### **14. Force majeure**

- I. Oh My Muffin is not liable if and insofar as its obligations cannot be fulfilled as a result of force majeure.
- II. Force majeure is in any case understood to mean any extraneous cause, as well as any circumstance that should not reasonably be at its risk. Delays or failure to perform by our suppliers, disruptions in the internet, as well as electricity, e-mail traffic and disruptions or changes in technology supplied by third parties, transport difficulties, strikes, government measures, delays in supply, negligence of suppliers and/or manufacturers of Oh My Muffin, as

well as auxiliary persons , illness of personnel and defects in auxiliary or transport equipment expressly constitute force majeure.

- III. In the event of force majeure, Oh My Muffin reserves the right to suspend its obligations and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be changed in such a way that execution remains possible. Under no circumstances is Oh My Muffin obliged to pay any form of compensation or otherwise a fine.
- IV. If Oh My Muffin has already partially fulfilled its obligations when the force majeure occurs or can only partially fulfill its obligations, it is entitled to invoice separately for the part already delivered or the deliverable part and the customer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value.

#### **15. Retention of title**

- I. All intellectual property rights, which in any case include copyright, trademark, patent and trade name rights and know-how, and associated materials such as reports, designs, sketches, advice, drawings and documentation as well as preparatory material, of Oh My Muffin will be expressly vested in Oh My Muffin or its licensors/suppliers.

#### **16. Applicable law, Competent court**

- I. The applicable law is the Dutch law and it applies to all agreements.
- II. All disputes arising from an agreement between Oh My Muffin and the buyer, which cannot be resolved by mutual agreement, will be heard by the competent court in the district of Groningen, unless Oh My Muffin prefers to submit the dispute to the competent court of the buyer's place of residence subject, and with the exception of those disputes that fall within the competence of the subdistrict court judge.