

## **Terms of Sale**

### **Article 1 – Definitions**

The following definitions shall apply to these conditions:

1. **Coffee Mundo:** shall mean mr. Van Beek, trading as Coffee Mundo, registered in the commercial register of the Chamber of Commerce (KvK) under number 14091236, with registered office at the Rijksweg Zuid 27, (NL-6131 AL) Sittard, under VAT number NL 1589.73.276B01;
2. **Opposing party:** shall mean a natural person (if aforementioned is acting for purposes which are outside his trade, profession, or business; to be referred to as the consumer) or legal person with whom or which Coffee Mundo enters into an agreement;
3. **Contract:** shall mean a contract between Coffee Mundo and the opposing party;
4. **Distance contract:** shall mean any contract concluded between Coffee Mundo and a consumer under a distance sales or service-provision scheme organised by Coffee Mundo, who makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded;
5. **Means of distance communication:** shall mean any means which, without simultaneous physical presence of Coffee Mundo and the consumer, may be used for the conclusion of a contract between those parties;
6. **Cooling-off period:** shall mean a period of seven (7) working days during which the consumer may invoke his right of withdrawal;
7. **Right of withdrawal:** shall mean the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
8. **Extended duration contract:** shall mean a distance contract relating to a series of products and/or services, the delivery and/or acquisition of which is spread over a period of time;
9. **Durable medium:** shall mean any that enables the consumer or Coffee Mundo to store information that is addressed to him/her in person, in a manner that permits future consultation and unaltered reproduction of the stored information;

### **Article 2 – Applicability**

1. These general terms and conditions shall apply to all offers issued by Coffee Mundo and all contracts entered into between the consumer and Coffee Mundo (including distance contracts, the provision of services and the sale and delivery of goods and all other legal relationships stemming therefrom);
2. References by the opposing party to his own general terms and conditions shall not apply and shall be expressly refused or rejected;
3. Coffee Mundo shall provide the consumer with the text of these general terms and conditions prior to conclusion of the distance contract. If this is not reasonably practicable, Coffee Mundo shall notify the consumer that the general conditions may be inspected at the office of Coffee Mundo and that a copy shall be sent to the consumer free of charge, as soon as possible, at the consumer's request, prior to conclusion of the distance contract;
4. If the distance contract is concluded electronically, then, in deviation of the foregoing subsection, and prior to the conclusion of the distance contract, the text of the general terms and conditions may be made available to the consumer electronically,

in such a manner that the consumer may easily store the text on a durable medium. If this is not reasonably practicable, then, prior to conclusion of the distance contract, the consumer shall be informed where the general terms and conditions may be accessed electronically and that, upon request, they shall be sent to him free of charge, either electronically or in some other manner;

5. These conditions may only be deviated from if and insofar as the foregoing has been agreed upon in writing.
6. In the event of the aforementioned provisions or provisions of these general terms and conditions being null and void, the contract between Coffee Mundo and the opposing party shall remain in full force.
7. No action or failure to act on the part of Coffee Mundo, without prejudice to any action by Coffee Mundo to enforce compliance with these general terms and conditions, shall lead to an invalidation of any obligation of payment issuing from these general terms and conditions or the right of Coffee Mundo to claim complete compliance therewith.

### **Article 3 – Contract**

1. All offers and tenders, in whichever form, shall be without engagement, unless expressly stipulated elsewhere. An offer shall be subject to a limited period of validity, which shall be expressly specified in the offer. As long as the offer has not been accepted it may be revoked by Coffee Mundo. All offers or tenders will be deemed to have been accepted when Coffee Mundo, after the opposing party has accepted Coffee Mundo's offer verbally or in writing, has confirmed the contract to the opposing party in writing.
2. The distance contract shall be established, in deviation from that which is stipulated in subsection 1 and without prejudice to that which is stipulated in subsection 12, at the moment the offer is accepted by the consumer and the applicable requirements have been fulfilled.
3. Coffee Mundo may not be held to its offers if the opposing party can reasonably understand that the offer, or a part thereof, contains an apparent error.
4. Unless expressly stated otherwise, all prices mentioned shall be in Euros, including VAT and excluding any transportation or packaging costs. The prices shall be without engagement regarding any reorders and/or follow-up orders.
5. If any changes, whatsoever the nature, entailing higher costs are made to the original order, Coffee Mundo shall be entitled to increase the agreed price with that amount.
6. A compound quotation shall not oblige Coffee Mundo to deliver part of the offer or tender against a corresponding part of the price.
7. Coffee Mundo shall be entitled to make changes to the price and apply those changes to the price after the date of the offer or tender, but prior to the date of conclusion of the contract, with due observance of the relevant existing statutory regulations.
8. In the case of distance contracts, Coffee Mundo shall only be entitled to increase prices within 3 months after the establishment of the contract, if such an increase is pursuant to statutory regulations or stipulations (for instance, changes to the VAT tariffs); and after 3 months after the establishment of the contract only if Coffee Mundo has stipulated the foregoing, or if it is pursuant to any statutory stipulations, or if the consumer is authorised to terminate the contract on the day on which the price increase takes effect.
9. With the exception of distance contracts, Coffee Mundo shall be entitled to effect price changes if these changes relate to matters such as production costs, purchase

costs, import duties, exchange rates, wages, social expenditure, packaging costs, raw material costs, semi-finished products, and so forth.

10. If the consumer has accepted the offer electronically, Coffee Mundo shall confirm receipt of the acceptance via electronic means without delay. As long as receipt of this acceptance has not been confirmed, the consumer may not dissolve the contract.
11. If a contract is concluded electronically, Coffee Mundo shall take appropriate technical and organisational measures to ensure the electronic transfer of data and shall ensure a safe web environment. If the opposing party is able to pay electronically, then Coffee Mundo shall observe appropriate security measures.
12. Coffee Mundo may, in accordance with the statutory framework, obtain information regarding the consumer's ability to fulfil his payment obligations, and regarding all the facts and factors that may be relevant to a responsible conclusion of the distance contract. If this investigation provides Coffee Mundo with reasonable grounds to decline conclusion of the contract, then it shall be entitled to reject an order or request or to bind special conditions to its execution and give reasons for the foregoing.

#### **Article 4 – Delivery and implementation**

1. Coffee Mundo shall take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery shall, in the case of consumers, be deemed to be the address that the consumer has made known to company and in the case of other parties shall be the address of Coffee Mundo. Risk of damage shall rest on the opposing party upon the moment of delivery.
3. If the opposing party, in this case not a consumer, is in default to co-operate with the delivery, the risk of damage and/or loss shall nonetheless come to rest on the opposing party upon the moment when Coffee Mundo makes the goods available to the opposing party via a verbal and/or written notification. The goods shall then be available to the opposing party, for his account and risk. If the opposing party requests that Coffee Mundo temporarily store the goods elsewhere, the risk of loss and/or damage shall nonetheless rest of the opposing party upon the moment when Coffee Mundo makes the goods available to the opposing party. If the opposing party has requested storage of the goods, then Coffee Mundo shall be acting solely as an intermediary, for which it shall be entitled to charge reasonable compensation.
4. If it has been agreed that Coffee Mundo take charge of transportation, Coffee Mundo shall determine in what manner transportation will take place (including shipping, packaging, and so forth). With the exception of distance contracts, transportation shall take place for the account and risk of the opposing party.
5. Delivery times / periods shall be approximations. The opposing party shall not be able to claim compensation nor shall he be able to cancel the relevant and/or previous or subsequent orders and/or terminate the underlying contract. In order to invoke negligence on the part of Coffee Mundo, the opposing party must, pursuant to the statutory regulations, issue Coffee Mundo with a written notice of default and accord a reasonable period of time for it to deliver.
6. Coffee Mundo shall implement accepted distance contract orders with due haste, but within 30 days at the latest, unless a longer delivery time has been agreed, for example if this is specified in the offer. If delivery is delayed, or if an order can only be implemented partially, the opposing party shall be notified thereof at the latest one month after he has placed the order. In the case of a distance contract, the consumer shall be entitled to dissolve the contract free of charge.

7. In the case of a dissolution as per the foregoing subsection, Coffee Mundo shall repay the amount the consumer has paid as soon as possible, but within 30 days at the latest.
8. If delivery of an ordered product is deemed to be impossible, Coffee Mundo shall take pains to provide a substitute product. At the latest upon the moment of delivery, delivery of the substitute product shall be made known in a clear and comprehensible manner. Right of withdrawal may not be precluded for substitute products. The costs of return shipping shall be for the account of Coffee Mundo.
9. Risk of damage and/or loss of products shall rest on Coffee Mundo until the moment of delivery, unless expressly otherwise agreed.

#### **Article 5 – Payment**

1. Unless otherwise agreed, in the case of a distance contract, the amounts owed by the opposing parties must be paid within 14 days after delivery of the goods; or in the case of a contract for the provision of services, within 14 days after conclusion of the contract; and in the case of all other contracts, within 14 days after invoicing. Payment must be made on the bank account of Coffee Mundo, in the manner prescribed by Coffee Mundo, waiving right to discount, set-off or suspension of payment. If this period is exceeded, the opposing party shall be in default without requiring a notice thereof. The opposing party shall owe Coffee Mundo interest of 1,5% per month during the period of default up to the day of settlement, unless the statutory interest is higher, in which case the statutory interest shall be owed.
2. If an advance payment has nonetheless been agreed upon, the opposing party shall not be able to invoke any right relating to the implementation of the relevant order of services before the stipulated advance payment has been made.
3. The opposing party shall be obliged to notify Coffee Mundo without delay of all inaccuracies in the payment data provided or communicated.
4. Payments shall be set off first against (internal and external) collection charges, then against interest, and then against the oldest invoice.
5. In the case of default of the opposing party Coffee Mundo shall, with exception of the statutory limitations, be entitled to charge the (collection) costs incurred, with a minimum of € 250,-, to the account of the opposing party.
6. The claim(s) of Coffee Mundo relating to the opposing party shall be directly payable if the opposing party is declared bankrupt, requests a judicial settlement, petitions bankruptcy, judicial settlement, the reorganisation of debt for natural persons or legal restraint, and goods or claims of the opposing party are seized; and if its capital is (partially) placed under administration, or the opposing party, if this be a company limited by shares or a general partnership, is dissolved or liquidated, or is joined by new partner.
7. Furthermore, Coffee Mundo shall be entitled to suspend its activities if the opposing party, upon Coffee Mundo's request, does not submit a guarantee for the payment obligations and other obligations on account of the contract, without prejudice to the obligation of the opposing party to compensate costs and activities already made and conducted by Coffee Mundo.

#### **Article 6a – Right of withdrawal upon delivery of products**

1. When purchasing a product, the consumer shall be able to dissolve the contract without stating reasons during the cooling-off period. The cooling-off period shall start on the day the product was received by or on behalf of the consumer.
2. During the cooling-off period the consumer shall treat the product and the packaging with care. He shall only unpack or use the product to the extent that is necessary in determining whether he wishes to retain the product. If he wishes to exercise his right of withdrawal, he shall return the product to Coffee Mundo with all the supplied components and, if this is reasonably possible, in the original condition and packaging, in accordance with the reasonable and clear instructions provided by Coffee Mundo.

#### **Article 6b – Right of withdrawal upon delivery of services**

1. When purchasing a product, the consumer shall be able to dissolve the contract without stating reasons during the cooling-off period, which shall start on the day on which the contract was concluded.
2. In order to exercise his right of withdrawal, the consumer shall act in accordance with the reasonable and clear instructions provided by Coffee Mundo when the offer was made and/or, at the latest, upon delivery.

#### **Article 7 – Costs in case of withdrawal**

1. If the consumer exercises his right of withdrawal, he shall be charged, at most, with the costs of returning the goods.
2. If the consumer paid an amount before exercising his right of withdrawal, then Coffee Mundo shall repay that amount as soon as possible, but at the latest within 30 days after the product was returned or right of withdrawal was invoked.

#### **Article 8 – Precluding right of withdrawal**

1. Coffee Mundo shall preclude the right of withdrawal for products:
  - a) that have been developed in accordance with the consumer's specifications;
  - b) that are clearly of a personal nature;
  - c) that cannot be returned due to their very nature;
  - d) That rapidly decay or age;
  - e) The price of which is subject to fluctuations (on the financial market) over which Coffee Mundo has no influence;
  - f) For single issues of newspapers or magazines;
  - g) For audio and video recording and computer software, the seals of which have been broken by the consumer.
2. Coffee Mundo shall preclude the right of withdrawal for services:
  - a) relating to accommodation, transport, restaurants, or leisure activities, to be carried out on a given date or during a given period;
  - b) The supply of which commenced - with the explicit consent of the consumer - before the withdrawal period had lapsed;
  - c) Relating to bets and lotteries

#### **Article 9 – Conformity and guarantee**

1. Coffee Mundo shall guarantee that the products and/or services fulfil the contract and the specifications stipulated in the offer, the reasonable requirements regarding reliability and/or serviceability, and the statutory stipulations and/or government regulations that applied on the date on which the contract was concluded.
2. A guarantee arrangement offered by Coffee Mundo, the manufacturer, or the importer shall not affect the rights and claims a consumer may enforce on statutory ground and/or on the grounds of the distance contract, in relation to any failure on the part of Coffee Mundo to keep his obligations with regard to the consumer.

#### **Article 10 – Extended duration transactions**

1. The consumer shall at all times be entitled to terminate a contract that has been concluded for an indefinite period of time, with due observance of a maximum one-month period of notice for terminating the contract.
2. The maximum validity of a contract concluded between Coffee Mundo and a consumer for an indefinite period of time shall be two years. If the parties have agreed that the distance contract will be automatically extended, then that contract shall be continued as a contract for an indefinite period of time and the maximum period of notice for the continued contract shall be one month.

#### **Article 11 – Retention**

1. Coffee Mundo shall explicitly retain ownership of the goods that are to be delivered, until the opposing party has fulfilled all the obligations of the contract, including the obligation to pay any costs, interest, and charges that may be for the account of the opposing party.
2. If the delivery is part of a series of deliveries, ownership of the goods shall be retained by Coffee Mundo until all payment obligations relevant to this series of deliveries are fulfilled.
3. If the opposing party defaults on its obligations, or if there is a reasonable fear that he may do so, then Coffee Mundo shall be entitled either to demand return of the goods, upon which rests the reservation of ownership, or to remove or to have removed the goods from the opposing party or a third party. The opposing party shall refund any costs made by Coffee Mundo pertinent to this issue.
4. If a third party seeks to establish or enforce any right upon the aforementioned goods, then the opposing party shall be obliged to notify Coffee Mundo of this without delay.
5. The opposing party may not pledge or encumber in any other way the goods upon which rests the reservation of ownership.
6. If a third party seizes or seeks to establish or enforce any right upon the aforementioned goods, then the opposing party shall be obliged to notify Coffee Mundo of this without delay.
7. The opposing party shall commit himself to insuring the aforementioned goods against loss or damage by fire, explosion, water, and theft. He shall supply this insurance policy for inspection upon first demand.
8. In case Coffee Mundo wishes to exercise the rights of ownership stipulated in this article, the opposing party shall already at this moment give Coffee Mundo, or a third party to be designated by the foregoing, unconditional and irrevocable permission to enter all locations where the property of Coffee Mundo may be located and to retrieve the aforementioned goods.

## **Article 12 – Suspension and dissolution**

1. Coffee Mundo shall have the (complete or partial) authority to suspend its activities or to dissolve the contract without requiring a notice of default, if:
  - a) The opposing party defaults on its obligations on account of the contract (including timely payment of the agreed price, including interest and charges owed);
  - b) The opposing party neglects to receive the delivered goods;
  - c) Coffee Mundo has, after conclusion of the contract, been notified of circumstances, including circumstances that demonstrate that the opposing party is not able to fulfil his payment obligations, which give reasonable grounds to fear that the opposing party will default on its obligations;
  - d) The opposing party is declared bankrupt, or requests judicial settlement or a reorganisation of debt for natural persons, or;
  - e) The opposing party does not have, or no longer has, power of disposal over its capital;
2. The opposing party shall compensate Coffee Mundo for any provisions made by Coffee Mundo, or any damage incurred, on account of the suspension or dissolution.

## **Article 13 – Liability**

1. Coffee Mundo shall not be liable, neither toward the opposing party, nor toward a third party, for any damages whatsoever arising from or in action of the contract, unless there is intent or gross negligence on the part of Coffee Mundo.
2. Coffee Mundo shall never be liable unless the failure is the result of force majeure.
3. Furthermore, Coffee Mundo shall not be liable for loss or theft of and/or damage to goods or monies belonging to the opposing party and/or used or required in action of the contract.
4. Coffee Mundo shall never be liable, neither toward the opposing party, nor toward a third party, for any consequential damages, delay damages, damages in the form of lost profit, or immaterial damages, even if there is intent or gross negligence on the part of Coffee Mundo.
5. If Coffee Mundo, contrary to the foregoing, is liable for direct damages, that liability shall be limited to and shall not exceed that part of the contract pertinent to the liability and shall at all times be limited to the maximum amount paid out by Coffee Mundo's insurer.
6. Coffee Mundo shall never be liable for damages caused by a third party, including suppliers, and so forth.

## **Article 14 – Goods to be provided**

1. Coffee Mundo shall treat any goods entrusted to it by the opposing party, within in the framework of fulfilling the obligations of the contract, with the care of a good caretaker. Coffee Mundo shall nonetheless not be liable for damages to the goods or products supplied by the opposing party. All risks during the deposit period shall be for the account of the opposing party, who must insure this risk if so wished.
2. The opposing party shall be held to inform Coffee Mundo, at the latest at the conclusion of the contract, of the characteristics and operations of the materials or products supplied. In addition the opposing party shall ensure that a duplicate is made of any creative, schematic, design, photographic recording, information carrier

and such, prior to its being supplied to Coffee Mundo. If goods are lost during the deposit period, or if they become unusable, for whatever reason, the opposing party must supply Coffee Mundo with a new copy on Coffee Mundo's request.

3. If the client supplies Coffee Mundo with any information carriers, electronic files, or software, then the opposing party shall guarantee that these will be free of viruses or defects.
4. If Coffee Mundo should during the implementation of the contract have provided the opposing party with goods, then the opposing party shall be held to return these goods to Coffee Mundo within the agreed period (however, at the latest at the finalisation or termination of the contract) complete, in the original condition and free of faults. In the case of partial default or untimely fulfilment of this obligation, all damages and costs (including costs of replacement) on account thereof shall be for the account of the opposing party.

### **Article 15 – Samples and models**

1. If the opposing party is shown or given a sample, a model, a drawing, a copy, or example, then this shall be presumed to be shown or given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond to it.
2. Deviations between delivered goods on the one hand and the aforementioned samples, models, designs, drawings, copies or example, which are of minor importance, shall not constitute grounds for dissolution, discount or compensation for the opposing party.
3. Deviations that do not diminish the (user) value of the goods shall at all times be designated deviations of minor importance.

### **Article 16 – Intellectual property rights**

1. If the opposing party offers Coffee Mundo goods for the purpose of implementing the contract, he must ensure that any (intellectual property) rights relevant to the goods and/or data supplied or used at his request are observed with due diligence prior to their being supplied.
2. In that framework, the opposing party shall guarantee, and safeguard Coffee Mundo against any damages resulting from the inaccuracy of that guarantee, that the implementation of the contract, including the reproduction and/or making public of information carriers, image and sound carriers, computer programmes, data files, drawings, photos, etc. will not infringe upon the rights of third parties (including intellectual property rights and image rights).
3. The opposing party shall, insofar as is required, be responsible for acquiring permission from the originating party(ies) to transfer and/or use the relevant rights. If the opposing party does not acquire permission, or fails to request permission, or if Coffee Mundo has reasonable doubt with respect to the existence of the permission, Coffee Mundo shall be entitled to dissolve the contract or suspend its activities without delay.
4. The opposing party shall safeguard Coffee Mundo against all claims to damages from third parties on the basis of infringements of intellectual property rights (including image rights).
5. The opposing party, by concluding the contract with Coffee Mundo, shall recognise that Coffee Mundo will be the exclusive claimant to the intellectual property rights of the works created by Coffee Mundo in the implementation of the contract (including



creatives, compositions, design schematics, models, drawings, information carriers, computer programmes, data files, photographic recordings, films and similar production instruments and tools).

6. After delivery of the works created within the framework of the contract, the opposing party shall acquire non-exclusive use of these goods, which shall be limited to normal use, namely entailing that he may not reproduce the aforementioned goods in any production process or for the purposes of any commercial activities.

### **Article 17 – Post-termination clause**

The opposing party shall not, in any way, unless agreed otherwise in writing, either directly or indirectly, employ, or seek to employ, employees of Coffee Mundo, or of third parties called upon by Coffee Mundo in action of the contract, nor shall he approach them with that purpose, for the period of the contract's validity and for a period of one year after the contract has been terminated.

### **Article 18 – Confidentiality**

1. Both parties shall be mutually obliged to maintain confidentiality with regard to all confidential information that they acquired within in the framework of the contract, unless this information was already public knowledge or was already known to one of the parties prior to conclusion of the contract (but not through notification by one of the parties).
2. If, on the basis of statutory stipulation or a court decision, Coffee Mundo is held to supply a third party, designated by law or by the judge, with confidential information, and Coffee Mundo may in this case not invoke the right to silence, Coffee Mundo shall not be held to compensate or indemnify the opposing party; the opposing party shall not be entitled to dissolve, suspend or terminate the contract on other grounds, on the grounds of this information being given, nor on the grounds of any damage caused by the foregoing.

### **Article 19 – Complaints procedure**

1. The parties shall agree that the opposing party shall only be able to declare Coffee Mundo to be in default for non-conformity in accordance with the stipulations of this article.
2. The opposing party shall be obliged to check the delivered goods upon delivery. Complaints relating to visible imperfections and/or defects must be submitted to Coffee Mundo, with a precise description of the nature and grounds of the complaints, by email via [claim@coffeemundo.com](mailto:claim@coffeemundo.com) within 5 working days after delivery.
3. Complaints submitted to Coffee Mundo shall be answered within a period of 14 days after the date of receipt. If a complaint requires a foreseeably longer processing period, then Coffee Mundo shall respond with a message of receipt and an indication of when the opposing party may expect a more extensive answer, within the period of 14 days after receipt.
4. If Coffee Mundo declares a complaint to be well founded, Coffee Mundo shall bind itself to replace defective products, although without it being held to any compensation of damages.

5. Complaints relating to invisible defects (upon delivery) must be submitted by email at [claim@coffeemundo.com](mailto:claim@coffeemundo.com) at Coffee Mundo with a precise description of the nature and grounds of the complaints, within 5 days after the invoked defect, and 2 months after delivery at the latest. After the aforementioned period the opposing party shall be expected to have approved the products or services delivered.
6. If products are delivered from a third party, the terms of warranty relating to the third party shall apply.
7. Returning products upon another basis than right of withdrawal may only take place on the condition that Coffee Mundo has given written permission thereto prior to the action.
8. Defects in a part of the delivered goods shall not entitle the opposing party to reject the entire delivery. If the notice of default extends to small defects, which do not impede any usage, the opposing party shall be obliged to co-operate with the delivery and receipt of, and payment for, the goods. If, and as soon as, Coffee Mundo makes a request thereto, the opposing party shall be held to return any goods that must be repaired/restored to Coffee Mundo, under the conditions to be determined by Coffee Mundo.
9. If the opposing party does not object to the calculated price within 8 days after receipt of the invoice, the opposing party shall be deemed to have approved the invoice.

#### **Article 20 – Applicable law**

1. Dutch law shall apply to each and every contract between Coffee Mundo and the opposing party.
2. Disputes arising from the (action of the) contract between Coffee Mundo and the opposing party, who in this case is not a consumer, shall be put to the competent judge in the district of Maastricht for settlement.

#### **Article 21 – Translation**

1. Please take notice that these terms are only an English translation of the terms of sale written in Dutch.
2. The Dutch terms of sale (“Algemene Voorwaarden”) as shown on this website are leading in any case.