



GENERAL TERMS & CONDITIONS

CAFFE INC. B.V.

These are the general terms and conditions of Caffe Inc B.V. (**Caffe Inc.**). The address of Caffe Inc. is Schaafstraat 26 K, 1021 KE Amsterdam, The Netherlands, with Dutch Chamber of Commerce number: 83130578.

In these terms and conditions, the Customer and Caffe Inc. are also referred to collectively as the **Parties**.

1. General

- 1.1. These general terms and conditions apply to all offers made by Caffe Inc. In addition, these terms apply to all agreements between Caffe Inc. and the purchaser of the Products supplied by Caffe Inc. (the **Customer**).
- 1.2. Caffe Inc. has the right to amend these general terms and conditions. The latest version of these terms applies. The Customer and Caffe Inc. may only deviate from these terms if this has been agreed upon in writing.
- 1.3. Caffe Inc. will send these general terms and conditions to the Customer free of charge upon request. These terms can also be found on our website www.caffeinc.nl.

2. Product

Caffe Inc. supplies raw materials made from coffee by-products, such as coffee oil, coffee colorants, and coffee blocks (the **Products**).

3. Offers

- 3.1 Every offer from Caffe Inc. is non-binding and may be revoked by Caffe Inc. unless a term for acceptance is stated in the offer. 3.2. Each offer contains the necessary information to ensure that the Customer is aware of their rights and obligations. Additionally, the offer will include, where possible:

- The price, excluding taxes;
- A summary and specification of the Products;
- The intended delivery date;
- The delivery costs;

- The costs of packaging materials;
- The payment method;
- The manner in which an agreement is concluded. 3.3. An offer only becomes binding once the Customer agrees to it in writing in the prescribed manner. 3.4. Caffè Inc. may withdraw an accepted offer within 7 days after acceptance without providing reasons. In such a case, no agreement is concluded between the Parties.

4. Orders

4.1 Orders can be placed:

- Via the website
- By email
- By telephone

4.2 An order is only final after written confirmation by Caffè Inc., unless otherwise stated in the offer.

4.3 If an order cannot be (fully) accepted, Caffè Inc. will make an alternative offer. In that case, the order is final once the Customer has accepted the alternative offer in writing.

4.4 Caffè Inc. reserves the right to refuse an order without providing reasons.

5. Delivery and Transport

5.1 Caffè Inc. and the Customer will agree on the delivery of the Product. Delivery costs will be clearly stated in the offer or the accepted order.

5.2 Caffè Inc. determines the method of transport after consulting the Customer.

5.3 If the Customer desires a transport method different from that proposed by Caffè Inc., the additional costs will be borne by the Customer.

5.4 Delivery will take place by agreement but within four weeks after the order has been placed, unless otherwise agreed in writing.

5.5 Delivery is deemed to have occurred once the logistics provider, such as POSTNL or DHL, has delivered the order to the agreed delivery address.

5.6 Caffè Inc. is not liable for delays caused by third parties. Delivery times are indicative, and exceeding them does not entitle the Customer to compensation or contract termination unless otherwise agreed in writing.

5.7 The Customer is always obliged to accept the delivered goods. If the Customer refuses to accept the delivered goods, the costs for additional delivery, storage, and safekeeping will be borne by the Customer.

5.8 Damage incurred during transport is at the risk of Caffè Inc.

5.9 Caffè Inc. may deliver an order in parts.

6. Price

6.1 All prices communicated by Caffè Inc. are in euros, excluding VAT, and are subject to changes and/or errors.

6.2 All prices are exclusive of transport costs, shipping costs, and government levies unless stated otherwise.

7. Payment and Collection Costs

7.1 The Customer can pay via bank transfer.

7.2 If the Customer receives an invoice, it must always be paid within 14 days from the invoice date.

7.3 If the Customer fails to pay the invoice on time, they are automatically in default. In such a case, the Customer must pay the statutory commercial interest. The interest on the due amount is calculated from the moment the Customer is in default until full payment is made.

7.4 In the event of default, the Customer owes Caffè Inc. all extrajudicial collection costs. For an invoice amount up to €267, these costs will be €40. For a higher invoice amount, the maximum collection costs are as follows:

- 15% over the first €2,500;
 - 10% over the remaining amount up to €5,000;
 - 5% over the remaining amount up to €10,000;
 - 1% over the remaining amount up to €200,000;
 - 0.5% over the remaining amount, with a maximum of €6,775.
- 7.5. The full claim of Caffè Inc. against the Customer becomes immediately due if:
- The Customer exceeds a payment term;
 - The Customer is declared bankrupt or granted a moratorium;
 - The Customer (legal entity) is dissolved or liquidated;
 - The Customer (natural person) is placed under guardianship or dies.

8. Retention of title

- 8.1 Caffe Inc. retains ownership of all delivered Products until the Customer has fully met all payment obligations. Until full payment has been made, the Customer is not entitled to pledge or otherwise encumber the Products.
- 8.2 If the Customer fails to meet their payment obligations, Caffe Inc. has the right to reclaim the delivered Products under retention of title. The Customer is obliged to fully cooperate. All associated costs will be borne by the Customer.
- 8.3 The Customer must take all reasonable measures to safeguard Caffe Inc.'s property.
- 8.4 If third parties seize goods delivered under retention of title or wish to establish or assert rights over them, the Customer must inform Caffe Inc. as soon as possible.
- 8.5 The Customer hereby grants Caffe Inc. unconditional and irrevocable permission to enter any location where Caffe Inc.'s property is stored to reclaim these goods should it wish to exercise its property rights.

9. Conformity and Complaints Procedure

- 9.1 Caffe Inc. delivers the Products with a delivery note. The note serves as a confirmation of the quantity of Products delivered in that shipment.
- 9.2 The Customer must check the delivered Products immediately upon receipt for conformity with the agreement.
- 9.3 The Customer must report any visible defects or complaints in writing to Caffe Inc. within 5 days of delivery. Any non-visible defects must be reported in writing within 14 days of delivery. The complaint must contain a detailed description of the defect.
- 9.4 A complaint must be submitted in writing by sending an email to: order@caffeinc.nl.
- 9.5 If no complaint is submitted within these periods, the delivery is deemed to have been correctly executed, and the right to claim lapses.
- 9.6 The Customer is required to accept the purchased Products upon delivery of an order, even if an order is (partially) incorrect. If the Customer refuses to accept the purchased Products, the costs for additional delivery, storage, and safekeeping are at the Customer's expense.
- 9.7 Filing a complaint does not suspend the Customer's payment obligation.
- 9.8 If a defect is found, Caffe Inc. will, at its discretion, repair the Product, replace it, or compensate the Customer, unless:
- The Customer did not submit the complaint on time as described in this article;

- The Products can no longer be identified as originating from Caffè Inc.;
- The defects result from normal wear and tear, incorrect or improper handling;
- The Customer has not stored the Products in the usual manner;
- Caffè Inc. has not been given the opportunity to investigate the Products;
- The Customer has failed to fulfill its obligations towards Caffè Inc., for any reason.

9.9 If a complaint is found to be unfounded, any costs incurred by Caffè Inc. (such as investigation costs) will be entirely at the Customer's expense.

9.10 Any further liability or obligation to compensate damages is excluded.

10. Returns

The Products of Caffè Inc. cannot be returned.

11. Cancellation

11.1 If the Customer wishes to cancel an order within 24 hours of confirmation and production or shipping has not yet taken place, cancellation can be done free of charge.

11.2 The cancellation must be submitted in writing via email to: order@caffeinc.nl.

11.3 If an order has been placed and confirmed and has not been canceled within the cancellation period, the Customer is bound to this agreement and must pay the associated **costs**.

12. Liability and Indemnification

12.1 Caffè Inc. guarantees that the Product complies with all relevant regulations and customary standards.

12.2 Minimal deviations in dimensions, quantities, weight, and colors cannot be considered a shortcoming of Caffè Inc.

12.3 Caffè Inc. is not liable for damages, loss, claims from third parties, data loss, fines, or costs arising from an agreement or the use of the Product.

12.4 If Caffè Inc. is found liable, such liability is limited to the invoice value with a maximum of €500.00.

12.5 In all cases, the liability of Caffè Inc. is limited to the amount paid by Caffè Inc.'s insurer.

12.6 The limitations of liability in this article do not apply if the damage is due to intent or gross negligence by Caffè Inc.

13. Warranty

- 13.1 Caffè Inc. provides a 1-year warranty on all Products.
- 13.2 No warranty is given in cases specified in Article 9.8.
- 13.3 Caffè Inc. has the right to fulfill its warranty obligations by repairing the Product, providing a replacement, or refunding the invoice value. Refunds can only be made to the bank account from which the invoice was paid.

14. Limitation Period

All claims and defenses against Caffè Inc. expire one year after the claim arises.

15. Intellectual Property

- 15.1 Caffè Inc. guarantees that the Products do not infringe on Dutch intellectual property rights.
- 15.2 Unless otherwise agreed in writing, Caffè Inc. retains all intellectual property rights on the delivered Products, plans, documents, images, drawings, software, creations, and related information, even if costs have been charged or improvements have been made.

16. Confidentiality and Privacy

- 16.1 Unless legally required, both Parties will keep all information confidential and will not disclose it to third parties.
- 16.2 Caffè Inc. will not use Customer information for purposes other than those for which it was provided, except in legal proceedings.
- 16.3 Both Parties will not disclose the content of agreements, order confirmations, offers, reports, advice, or other communications and will ensure third parties do not gain access to such content.

17. Termination

- 17.1 Caffè Inc. has the right to terminate the agreement immediately without further notice if the Customer:
- Is declared bankrupt;
 - Is granted suspension of payment;
 - Applies for a legal or informal debt restructuring;
 - Is subject to execution seizure;
 - Is subject to conservatory seizure that is not lifted within 30 days;
 - Is placed under guardianship or administration.

17.2 After termination, the article 'Retention of Title' remains in force between the Parties.

18. Force Majeure

18.1 In case of force majeure, Caffè Inc. may suspend its obligations. If the force majeure situation lasts longer than two months, either Party may terminate the agreement without any compensation obligation.

18.2 If Caffè Inc. has partially fulfilled its obligations and the fulfilled part has independent value, Caffè Inc. may invoice that part.

19. Invalidity

If any provision of these terms is void or voidable, the validity of the remaining provisions remains unaffected. The void or voidable provision will be replaced by a provision that closely follows the intent of the original.

20. Conflicting Clauses

In the event of a conflict between these general terms and an agreement, the terms in the agreement prevail.

21. Governing Law

Dutch law applies.

22. Competent Court

Disputes arising from the agreement will be submitted to the competent court of the Amsterdam District Court.