

Below are the terms and conditions of the Coffee First B.V. Webshop. These terms and conditions always apply when you use our website or place an order through the ordering process on the website. These general conditions contain important information for you as a buyer. We advise you to save or print these conditions so that you can read them again at a later time.

Article 1. Definitions

In these Terms and Conditions, the following definitions shall apply:

- a. CF: the private limited liability company Coffee First B.V., having its registered office in the municipality of Utrecht and its place of business in (6883 JN) Velp at Florijnweg 3 A, registered in the Trade Register of the Chamber of Commerce under number 08185125.
- b. Customer: the customer who, acting in the exercise of a trade, profession or business, enters into an Agreement with CF and/or has registered on the Website.
- c. Parties: CF and the Customer jointly.
- d. Agreement: any arrangement or agreement between CF and the Customer, of which the General Conditions form an integral part.
- e. Product/Products: all items supplied to the Customer by CF pursuant to the Agreement, such as coffee machines and accessories.
- f. Website means CF's website, accessed via coffeefirst.eu and all associated sub-domains.
- g. General Terms and Conditions: the present Webshop general terms and conditions published on the Website and filed with the Chamber of Commerce under registration number 08185125.

Article 2. Applicability of General Terms and Conditions

1. These General Terms and Conditions apply to all offers, Agreements and deliveries of CF, unless expressly agreed otherwise in writing.
2. The applicability of any terms and conditions of the Customer is expressly excluded.
3. In case specific product or promotional terms and conditions apply in addition to these General Terms and Conditions, those terms and conditions shall apply as well.
4. If a provision in the Agreement or General Terms and Conditions is found to be null and void, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In such a case, the Parties will determine a new provision to replace it, which will embody the intention of the original provision as far as legally possible.
5. CF may not always require strict compliance with the General Terms and Conditions. This does not mean that the provisions do not apply or that CF loses the right to require strict compliance with the General Terms and Conditions in other cases.

Article 3. Prices and information

1. An offer on the Website expires if a Product to which the offer relates is no longer available.
2. All prices stated on the Website and in other materials originating from CF are exclusive of VAT and other levies imposed by public authorities, unless otherwise stated on the Website.
3. If there is a cross-border delivery of a Product, CF may charge VAT and other levies imposed by public authorities in accordance with the applicable (international) laws and regulations.
4. Shipping costs shall be borne by the Customer, unless otherwise indicated on the Website. The amount of the costs depends on the amount of the Product and will be specified during the ordering process.
5. The contents of the Website have been compiled with the utmost care. However, CF cannot guarantee that all information on the Website is at all times correct and complete. All prices and other information on the Website and in other materials originating from CF are therefore subject to manifest programming and typing errors.
6. CF shall not be held responsible for (colour) deviations due to screen quality.

Article 4. Conclusion of the Agreement

1. The Agreement is established at the moment of the Customer's acceptance of CF's offer on the Website and the fulfilment of the conditions thereby set by CF.
2. Once the Agreement is established, the Customer will receive an electronic confirmation thereof.
3. If it turns out that incorrect data has been provided by the Customer, CF is entitled to fulfil its obligation only after the correct data has been received.
4. CF may inquire in accordance with the law whether the Customer can meet his payment obligations, but also about all facts and circumstances that are important for a responsible conclusion of the Agreement. If, based on this examination, CF has good cause not to enter into the Agreement, CF is entitled to refuse an order or request or to attach special conditions, such as prepayment, to the performance.

Article 5. Account

1. To make best use of the Website, an account is created by CF for the Customer. After the account is created, the Customer can choose his own password with which he can log on to the Website together with his email address. The Customer himself is responsible for choosing a sufficiently reliable password.
2. The Customer must keep his login details, his email address and password, strictly confidential. CF is not liable for misuse of the login data and may always assume that a Customer who logs on to the Website is indeed that Customer. Everything that happens through the Customer's account is the responsibility and at the risk of the Customer.
3. If the Customer knows or suspects that his login details have fallen into the hands of unauthorised persons, he

should change his password as soon as possible and/or inform CF thereof, so that CF can take appropriate measures.

Article 6. Performance of Agreement

1. CF is entitled to engage third parties in the performance of the obligations arising from the Agreement.
2. Once the order is received by CF, CF will ship the Products as soon as possible.
3. CF is entitled to deliver an order containing several Products in parts and to invoice the parts delivered separately.
4. If a time period has been agreed or specified for the delivery of the Products, that period does not constitute a deadline. If a deadline is exceeded, the Customer must first give CF written notice of default before CF is in default. This means that the Customer must allow CF a reasonable period - at least fourteen (14) days - to fulfil its obligations.
5. Delivery of Products by CF: "ex works" (according to Incoterms 2020).
6. The Customer is obliged to take delivery of the Products at the moment they are made available to him. If the Customer fails to do so, CF is entitled to store the Products at the Customer's risk. The related costs - such as transport and storage costs - shall be charged to the Customer.
7. CF is entitled to deliver a similar Product of similar quality as the ordered Product if the ordered Product is no longer available. In this case, the Customer is entitled to cancel the Contract free of charge and return the Product free of charge.

Article 7. Retention of title

1. All delivered Products remain the property of CF until all claims of CF against the Customer (including any related (collection) costs and interest) have been paid in full.
2. Before said transfer of ownership, the Customer is not authorised to sell, deliver, pledge or grant any other right to the Products to third parties. Excluded are transactions undertaken by the Customer in the course of his normal business operations, unless a request for (provisional) suspension of payments has been filed by the Customer, a petition for bankruptcy has been filed on behalf of the Customer or the Customer has been declared bankrupt.
3. CF is entitled to take back the Products delivered under retention of title and still held by the Customer if the Customer fails to ensure timely or full payment of the invoices or has or risks having payment difficulties.
4. The Customer shall grant CF free access to its Products at all times for inspection thereof and/or to exercise CF's rights.

Article 8. Exclusion of right of revocation

1. The Customer has no right of revocation and therefore cannot return a Product to CF. The right of revocation applies - in accordance with Article 6:230o of the Dutch

Civil Code (BW) - exclusively to consumers not acting in the exercise of a trade, profession or business.

Article 9. Payment

1. The Customer shall make payment to CF in accordance with the payment methods indicated in the ordering process and on the Website, where applicable. CF is free in its choice of offering payment methods and these may also change from time to time.
2. In case of payment after delivery, the Customer has a payment term of thirty (30) days starting the day after delivery.
3. If the Customer does not meet his payment obligation(s) in time and/or in full, the Customer shall be in default. In that case, the Customer must pay CF the statutory interest and collection costs. In addition, the Customer shall be liable for all costs, both judicial and extrajudicial, that CF incurs for the collection of what the Customer wrongfully leaves unpaid.
4. CF is entitled to deduct payments made by the Customer to CF first from costs, then from accrued interest and finally from the principal sum and current interest.
5. CF is entitled to suspend the delivery of Products if the Customer fails to meet his payment obligations.
6. The Customer is obliged to report objections to (the amount of) an invoice to CF in writing and as detailed as possible within seven (7) days after the invoice date. If the Customer does not raise any objections within seven (7) days after the invoice date, the invoice is deemed to be approved. Objections to an invoice do not suspend the Customer's payment obligation.

Article 10. Conformity

1. CF only guarantees that Products comply with the Agreement, the specifications mentioned in the offer and the Dutch legal provisions and/or government regulations in force on the date of conclusion of the Agreement.
2. CF does not provide any warranty as to the suitability for the purposes proposed by the Customer and is not liable unless CF has expressly confirmed suitability for a particular purpose in writing. The Customer is obliged to examine the suitability of the Product for his specific purposes himself. Any liability for any damage that may occur during or as a result of the use of the Product is excluded.

Article 11. Complaints procedure

1. If the Customer has a complaint about a Product and/or about other aspects of CF's services, the Customer may submit a complaint to CF by telephone, email or post. The contact details are given at the bottom of the General Terms and Conditions. Any complaint should contain as detailed a description of the complaint as possible, so that CF is able to respond adequately.
2. CF will provide the Customer with a response to the complaint as soon as possible, but in any event within one (1) month, after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, CF

will confirm the complaint within one (1) month after the receipt of the complaint and indicate the period within which it expects to give a substantive or definitive response to the complaint.

3. If the Customer files a complaint, this does not suspend his payment obligation(s).
4. If CF deems that the Customer is justified in filing a complaint, CF will - at its discretion - provide an appropriate solution.
5. If CF judges that the Customer has filed a complaint unjustifiably, the costs incurred as a result - including examination costs - on the part of CF shall be borne by the Customer.

Article 12. Suspension and rescission

1. CF has the right - in addition to its statutory powers of rescission and suspension - to rescind the Agreement and/or suspend the performance of the Agreement with immediate effect, if any of the following events occur:
 - a. the Customer does not, does not fully or does not timely comply with the obligations under the Agreement and/or General Terms and Conditions;
 - b. CF becomes aware of information after the conclusion of the Agreement that constitutes good cause to fear that the Customer will not fulfil his obligations;
 - c. the Customer dies;
 - d. a request for (provisional) suspension of payments has been filed by the Customer;
 - e. the Customer has been declared bankrupt or a petition for bankruptcy has been filed;
 - f. attachment has been levied against the Customer;
 - g. a decision to dissolve and/or liquidate the Customer has been made;
 - h. the Customer is placed under guardianship or administration;
 - i. the Customer otherwise loses the power of disposal or legal capacity in respect of his assets or parts thereof.

The Customer is obliged to immediately inform CF of the occurrence of an event referred to in sub. d to i.

2. If CF exercises its power of dissolution or suspension, all resulting costs and losses are for the account of the Customer and all claims of CF shall become immediately due and payable.
3. The Customer waives all rights to rescind the Agreement in whole or in part or to suspend his (payment) obligations in whole or in part.

Article 13. Website

CF makes every effort to keep the Website functioning properly and continuously accessible without, however, assuming any guarantee in this regard. CF counts on the Customer's understanding during possible breakdowns on or maintenance of the Website. In any event, the Customer cannot hold CF liable for any damage suffered by the Customer due to the fact that CF's Website is not accessible.

Article 14. Personal data

CF processes the Customer's personal data in accordance with its privacy statement. This privacy statement is available at <https://coffeefirst.eu/>.

Article 15. Force majeure

1. CF is not obliged to fulfil an obligation towards the Customer if it is prevented from doing so due to force majeure.
2. In these terms and conditions, force majeure means - in addition to what is understood in this respect in law and jurisprudence - all external causes, foreseen or unforeseen, over which CF cannot exercise any influence and as a result of which CF is unable to fulfil its obligations, such as pandemics, epidemics, defaults by (suppliers), government measures impeding performance, public health hazards, breakdowns in public infrastructure, general transport problems, strikes, war, terrorist attacks, internal unrest or natural disasters.
3. CF may suspend its obligations under the Agreement for the period that the force majeure event continues. If this period lasts longer than 2 months, the Parties are entitled to dissolve the Agreement, without any obligation to pay damages to the other party.
4. If at the time of the occurrence of force majeure CF has already partly fulfilled its obligations under the Agreement or will be able to fulfil them, CF is entitled to invoice the part already fulfilled or to be fulfilled. The Customer is obliged to pay this invoice.

Article 16. Liability

1. Delivery of the Products relieves CF of any liability for defects that the Customer had already discovered or could reasonably have discovered at the time of delivery.
2. CF cannot influence the final use of the Products by the Customer. The Customer is therefore solely responsible for the use of the Products.
3. CF is not liable for any damage caused because CF relied on incorrect and/or incomplete data provided by or on behalf of the Customer.
4. CF is not liable for damage caused by:
 - a. failure to comply with the operating instructions and/or (other) manuals of a Product;
 - b. failure to observe or follow CF's instructions regarding a Product;
 - c. repair to or maintenance of a Product by anyone other than CF;
 - d. injudicious and/or improper use or maintenance of a Product;
 - e. normal wear and tear, erosion or corrosion of a Product;
 - f. placement, adaptation and/or processing of a Product by anyone other than CF;
 - g. use the Product for a purpose other than that for which the item is intended;

- h. scaling on, in or on parts in contact with water;
 - i. external influences other than conditions the Products should normally withstand;
 - j. errors or omissions in the information provided to CF by or on behalf of Customer;
 - k. directions or instructions from or on behalf of Customer;
 - l. Customer's choices in deviation from what CF advised and/or is customary.
5. CF is never liable to the Customer for indirect damage, in any case including - but explicitly not limited to - consequential damage, loss of profits, missed savings, loss of data and damage due to business stagnation.
 6. CF is only liable for direct damage caused by an attributable failure to comply with the obligation(s) arising from the Agreement. Direct damage means:
 - a. the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to the damage within the meaning of these General Terms and Conditions;
 - b. any reasonable costs incurred to render CF's defective performance compliant with the Agreement;
 - c. reasonable costs incurred to prevent or limit damage, provided that the Customer demonstrates that these costs served to mitigate direct damage as referred to in these General Terms and Conditions.
 7. A condition for the establishment of any right to compensation is always that the Customer reports the damage to CF in writing as soon as possible, but within thirty (30) days at the latest, after it has occurred.
 8. CF's liability is at all times limited to the amount paid out under CF's liability insurance in the case in question. If, for any reason, no payment is made under the aforementioned insurance, any liability on the part of CF is limited to a maximum of the amount including VAT invoiced for the Agreement, at least for that part of the Agreement to which the liability relates.
 9. Any liability of CF lapses six (6) months from the time the Contract is terminated by delivery, rescission or otherwise.
 10. The limitations of CF's liability set out in these General Terms and Conditions do not apply if the damage is due to intent or deliberate recklessness on the part of CF.
 11. The Customer indemnifies CF against all third-party claims related to or arising from the legal relationship existing between CF and the Customer.

Article 18. Final provisions

1. If these General Terms and Conditions are drawn up in another language, the Dutch version shall prevail in case of any ambiguity, imperfection or contradiction in/due to the translation.
2. The Agreement shall be governed by Dutch law, even if all or part of an Agreement is executed abroad, or the Customer is domiciled there.
3. In the event of a conflict between a provision of these General Terms and Conditions and a provision of the UN

Convention for the International Sale of Goods (CISG), the provisions of these General Terms and Conditions shall prevail.

4. Unless otherwise prescribed by rules of mandatory law, all disputes that arise as a result of the Agreement shall be submitted to the competent Dutch court in the district where CF has its registered office.
5. The language of communication in any legal proceedings will be Dutch.
6. The Parties will only resort to court proceedings after making every effort to settle a dispute by mutual agreement.

Contact details

If you have any questions, complaints or comments after reading these Terms and Conditions, please feel free to contact us using the contact details below.

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