
GENERAL TERMS AND CONDITIONS MOCCAMASTER SALES B.V.

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the terms below, each time indicated with an initial capital, have the following meaning.

1. Moccamaster: Moccamaster Sales B.V., the user of these general terms and conditions, having its registered office at Industrieweg Zuid 20A, 3958VX in Amerongen, the Netherlands, registered in the Commercial Register under Chamber of Commerce number 63602423.
2. Other Party: any natural person or legal entity with which Moccamaster has concluded or intends to conclude an Agreement.
3. Consumer: an other party, natural person, not acting in the conduct of a profession or business.
4. Parties: Moccamaster and the Other Party jointly.
5. Agreement: any agreement between the Parties in the context of which Moccamaster has undertaken vis-à-vis the Other Party to deliver Products.
6. Distance Agreement: an Agreement concluded between Moccamaster and a Consumer within the context of a system for distance selling organised by Moccamaster without the simultaneous personal presence of Moccamaster and the Consumer and whereby, up to and including the moment of conclusion of the Agreement, exclusive use is made of one or more means of distance communication, such as an Agreement with a Consumer concluded directly through the Webshop. A Distance Agreement is thus not a Distance Agreement if Moccamaster does not use an organized system for distance communication, for example in the event that the Consumer looks up Moccamaster's contact details on the Internet or in a telephone book and places an order by telephone.
7. Products: the goods to be delivered by Moccamaster to the Other Party within the context of the Agreement, which may include, but are not limited to, coffee machines, spare parts, bean grinders, accessories and cleaning products.
8. Webshop: every webshop of Moccamaster where these general terms and conditions are declared applicable, including for example www.moccamaster.eu, www.moccamaster.nl and www.moccamaster.de.
9. In Writing: communication in writing, communication by e-mail or any other means of communication that, in view of the state of the art and the prevailing views in society, can be equated with this.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions shall apply to every offer made by Moccamaster and every Agreement concluded.
2. The applicability of any general terms and conditions of the Other Party, however described, is rejected expressly.
3. The provisions of these general terms and conditions can only be deviated from explicitly and In Writing. If and in so far as the provisions of these general terms and conditions deviate from what the Parties have expressly agreed In Writing, what the Parties have expressly agreed In Writing shall prevail.
4. Annulment or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties are obliged to consult each other with a view to reaching a replacement arrangement with regard to the clause in question. In doing so, the purpose and purport of the original provision shall be taken into account as far as possible.

ARTICLE 3. | OFFER AND FORMATION OF AGREEMENTS

1. All offers made by Moccamaster are without obligation, even if they contain a term of acceptance. Moccamaster may revoke its offer until immediately, or at least as soon as possible after acceptance thereof by the Other Party.
2. The Other Party cannot derive any rights from an offer made by Moccamaster that contains an obvious error or mistake.
3. Without prejudice to the provisions of paragraph 1, each Agreement shall be concluded by offer and acceptance. If the Other Party's acceptance deviates from Moccamaster's offer, the Agreement shall not be concluded in accordance with this deviating acceptance, unless Moccamaster indicates otherwise. In the event that the Other Party places an order with Moccamaster remotely without a concrete offer from Moccamaster having preceded it, the order of the Other Party shall only be considered as accepted by Moccamaster if Moccamaster has confirmed the order of the Other Party in writing to the Other Party. An order placed through the Webshop will, without prejudice to the provisions of paragraph 1, also be confirmed to the Other Party by e-mail.
4. An offer from Moccamaster does not apply automatically to any follow-up agreements. In so far as no changes have been made to these general terms and conditions, however, these general terms and conditions shall also apply to follow-up agreements without Moccamaster being obliged to submit these general terms and conditions to the Other Party each time.

5. If the Other Party concludes the Agreement in the name of another natural person or legal entity, it declares by entering into the Agreement that it is authorised to do so. In addition to this (legal) entity, the Other Party will be jointly and severally liable for compliance with all obligations ensuing from that Agreement.

ARTICLE 4. | RIGHT TO DISSOLVE DISTANCE AGREEMENTS

1. Subject to the other provisions of this article and in particular the following paragraph, the Consumer has the right to dissolve a Distance Agreement in whole or in part up to 14 days after receipt of the Products, without giving reasons.
2. The Consumer has no right to dissolve in case:
 - a) Products that are not suitable to be returned for reasons of health protection or hygiene and whose seal has been broken after delivery;
 - b) products manufactured according to the Consumer's specifications which are not prefabricated and which are manufactured on the basis of the Consumer's individual choice or decision, or which are clearly intended for a specific person;
 - c) Products which, by their nature, have been mixed irrevocably with other goods after delivery;
 - d) Products in respect of which the right to dissolve is otherwise excluded or does not apply by virtue of Article 6.5.2B of the Dutch Civil Code.
3. The Consumer may terminate the Distance Agreement by submitting a request to that effect to Moccamaster by e-mail or by using the model revocation form offered by Moccamaster. As soon as possible after Moccamaster has been informed of the Consumer's intention to dissolve the Distance Agreement and if the conditions of this article have been met, Moccamaster shall confirm the dissolution of the Distance Agreement by e-mail.
4. The Consumer must handle the Products to be returned and their packaging with due care during the period referred to in paragraph 1. The Consumer may only handle and inspect the Products to be returned to the extent necessary to assess the nature and characteristics of the Products. The basic principle in this connection is that the Consumer may only handle and inspect the Products as he would allowed in a physical store.
5. If the Consumer exercises the right to dissolve, he shall return the Products in question to Moccamaster undamaged, with all delivered accessories and in their original condition and packaging.
6. The Consumer shall be liable for any reduction in the value of the Products resulting from a way of handling the Products that goes beyond what is permitted under paragraph 4. Moccamaster has the right to charge this reduction in value to the Consumer, whether or not by setting it off against any payment already received from the Consumer.
7. The Products must be returned within 14 days after the Consumer has dissolved the Distance Agreement in accordance with the provisions of paragraph 3.
8. If the Consumer makes use of the right to dissolve, the costs of returning the Products shall be borne by the Consumer.
9. Moccamaster shall refund to the Consumer any payments already received from the Consumer with regard to the part of the order that is returned, less any reduction in value, as soon as possible, but at the latest within 14 days after dissolution of the Distance Agreement, provided that the Products have been received back by Moccamaster, or that it has been demonstrated by the Consumer that the Products have actually been sent back. Repayment shall be made using the same payment method as that used for payment by the Consumer.
10. If the right to dissolve is applied to only part of the order, any delivery costs paid by the Consumer in the first instance will not be eligible for a refund. Furthermore, Moccamaster shall not be obliged to reimburse the additional costs if, when placing the order, the Consumer has expressly opted for a method of standard delivery other than the least expensive method offered by Moccamaster.

ARTICLE 5. | DELIVERY PERIODS

1. Moccamaster shall make every effort to comply with the delivery periods to which it has committed itself vis-à-vis the Other Party, however, these periods shall never constitute strict deadlines. Moccamaster shall not be in default until the Other Party has given Moccamaster written notice of default, which notice of default shall state a reasonable period for performance, and Moccamaster is still in default of performance after the expiry of the latter period.
2. In the event Moccamaster is dependent for the performance of the Agreement on information to be provided by the Other Party, delivery periods shall not commence until Moccamaster has received such information.
3. In the event that Moccamaster is in default as referred to in paragraph 1, the Other Party shall have the right to dissolve the Agreement for that part to which the default relates, without the Other Party being entitled to claim compensation beyond restitution or remission of the agreed price in proportion to the part of the Agreement not delivered in connection with the default.

ARTICLE 6. | DELIVERY OF PRODUCTS

1. Unless the Products are delivered at the conclusion of the Agreement in the personal presence of the Other Party and Moccamaster, delivery of the Products will take place at the delivery address specified by the Other Party, on the understanding that in the event of delivery to a non-EU country, delivery will take place EX-Works (EXW) in accordance with the most recent version of the Incoterms. In the case of EX-Works, the Parties may agree that Moccamaster shall arrange for transport of the Products. The risk of storage, loading, transport and unloading shall in that case also rest with the Other Party. The Other Party may insure itself against these risks.
2. In case Moccamaster arranges for transport of the Products, Moccamaster reserves the right to deliver the order in parts.
3. The risk of loss of and damage to the Products will pass to the Other Party at the moment the Products are made available to the Other Party in accordance with the Agreement, on the understanding that, in the event of delivery to Consumers, the risk of loss of and damage to the Products will at all times only pass to the Consumer at the moment that the Products are received by or on behalf of the Consumer.
4. If the agreed delivery period is exceeded, the Other Party shall, without prejudice to the provisions regarding default in article 5.2, never have the right to refuse to take delivery of the Products and/or to pay the amount owed by it to Moccamaster pursuant to the Agreement.
5. If the Products could not be delivered as a result of a circumstance attributable to the Other Party, Moccamaster shall have the right to store the Products at the Other Party's expense and risk, without prejudice to the Other Party's obligation to pay the amount it owes Moccamaster pursuant to the Agreement. The costs to be incurred in connection with the non-acceptance by the Other Party as referred to herein, such as extra delivery costs, etc., will therefore also be for the Other Party's account. The provisions of the foregoing paragraph do not alter the fact that the risk of loss of or damage to the Products shall not pass to the Consumer until the Products have been received by or on behalf of the Consumer.

ARTICLE 7. | INSPECTION AND COMPLAINTS

1. At the time of delivery of the Products, the Other Party must investigate immediately whether the nature and quantity thereof comply with the Agreement. If, in the Other Party's opinion, the nature and/or quantity of the Products do not comply with the Agreement(s), the Other Party must immediately notify Moccamaster thereof. However, if the Products have been sold in the simultaneous personal presence of the Other Party and Moccamaster, the Products will be deemed to comply with the Agreement if the Other Party has taken the Products with him.
2. The provisions of paragraph 1 are without prejudice to the mandatory statutory time limit for lodging a complaint of two months for Consumers, as regulated in Article 7:23 of the Dutch Civil Code.
3. If the Other Party does not complain in time, no obligation whatsoever shall arise for Moccamaster from such a complaint by the Other Party.
4. Even if the Other Party complains in a timely manner, the Other Party's obligation to pay on time shall continue to apply, without prejudice to the Consumers' mandatory statutory rights in this respect.
5. Products may, subject to the provisions of article 4, never be returned without Moccamaster's prior Written consent.
6. Products shall only be delivered with any warranty provided by the manufacturer of the Products, on the understanding that any warranty provided by Moccamaster, the manufacturer or importer shall not affect any mandatory statutory rights and claims that Consumers may be able to exercise against Moccamaster (conformity).
7. Any applicable warranty (including a claim based on non-conformity) shall in any case lapse if a defect in the Product is the result of an external cause after delivery or cannot otherwise be attributed to Moccamaster or its supplier. This includes, but is not limited to, defects arising after delivery as a result of damage, natural wear and tear, loss or damage resulting from wilful damage, incorrect or improper treatment, incorrect or improper use, use in violation of any instructions for use or other instructions given by or on behalf of Moccamaster, improper and regular maintenance (or having such maintenance carried out) and making changes to the Products, including repairs not carried out with Moccamaster's prior Written consent.
8. The Other Party may only invoke the provisions of the previous paragraphs if the Other Party has fulfilled all its payment obligations arising from the Agreement.

ARTICLE 8. | SPECIAL PROVISIONS FOR RESELLERS

1. The Other Party acting as a reseller of the Products is itself responsible for compliance with its statutory obligations towards its final customers. Resale to customers of the Other Party shall be at the Other Party's own expense and risk.
2. Any cooperation between the reseller and Moccamaster shall, unless expressly agreed otherwise in writing, never be exclusive; Moccamaster has the right to appoint several resellers without geographical restrictions.

ARTICLE 9. | FORCE MAJEURE

1. Moccamaster shall not be obliged to comply with any obligation arising from the Agreement if and for as long as it is prevented from doing so by a circumstance that cannot be attributed to it by virtue of the law, a legal act or generally

accepted views. Force majeure shall, in addition to what is understood in this respect in law and case law, be understood to mean errors or shortcomings on the part of Moccamaster's suppliers.

2. In so far as the situation of force majeure renders performance of the Agreement permanently impossible, Parties will have the right to dissolve the Agreement with immediate effect.
3. If Moccamaster has already complied in part with its obligations to deliver when the situation of force majeure arises, or can only comply in part with its obligations to deliver, it shall have the right to charge the part of the Agreement already delivered or the part that can still be delivered separately as if it were an independent Agreement.
4. Losses caused by force majeure never qualify for compensation, without prejudice to the previous paragraph.

ARTICLE 10. | SUSPENSION AND DISSOLUTION

1. Moccamaster shall, if such is reasonably justified by the circumstances of the case, have the right to suspend performance of the Agreement or dissolve the Agreement in whole or in part with immediate effect, if and in so far as the Other Party fails to comply with its obligations under the Agreement, or fails to do so on time or in full, or in so far as circumstances that have come to Moccamaster's attention after conclusion of the Agreement give good reason to fear that the Other Party will not comply with its obligations. If compliance with the obligations of the Other Party in respect of which it fails or threatens to fail is not permanently impossible, the right to dissolve the shall not arise until after Moccamaster has given the Other Party Written notice of default, in which notice of default a reasonable term is stated within which the Other Party may comply (as yet) with its obligations and compliance has still not taken place after the expiry of the latter term.
2. If the Other Party is bankrupt, has applied for provisional or permanent suspension of payment, any attachment has been levied against its goods or in cases in which the Other Party otherwise cannot dispose freely of its assets, Moccamaster shall have the right to dissolve the Agreement with immediate effect, unless the Other Party has already provided adequate security for compliance with its payment obligations.
3. The Other Party shall never be entitled any form of compensation in connection with the right of suspension or dissolution exercised by Moccamaster.
4. The Other Party shall be obliged to compensate the losses suffered by Moccamaster as a result of the suspension or dissolution of the Agreement.
5. If Moccamaster dissolves the Agreement, all claims against the Other Party shall be immediately due and payable.

ARTICLE 11. | PRICES, COSTS AND PAYMENTS

1. Unless expressly indicated otherwise by Moccamaster, all amounts indicated by Moccamaster and owed to it by the Other Party shall be exclusive of VAT and any shipping costs and customs fees and other government levies, on the understanding that an offer addressed to Consumers states these amounts (also) including VAT. In addition, the total price is stated, including VAT and delivery costs, before an Agreement is concluded with a Consumer.
2. Unless expressly agreed otherwise in writing, Moccamaster has the right to demand full or partial payment in advance, on the understanding that Moccamaster shall not oblige a Consumer to pay more than half of the purchase price in advance.
3. Moccamaster shall not be obliged to perform the Agreement (further) for as long as the Other Party fails to comply with any payment obligation on its part towards Moccamaster that is already due and payable.
4. Payments must be made in (one of) the manner(s) designated for that purpose by Moccamaster and within the period notified or stated by Moccamaster.
5. Moccamaster has the right to make the invoices intended for the Other Party available to it exclusively by e-mail.
6. The Other Party is always obliged to pay without invoking suspension or setoff, except to the extent that the law precludes this for the benefit of the Consumer.
7. If payment is not made on time, the Other Party will be in default by operation of law. As from the day on which this default occurs, the Other Party will owe the then applicable statutory (commercial) interest on the outstanding amount.
8. All reasonable costs, including judicial, extrajudicial and execution costs, incurred to obtain amounts owed by the Other Party shall be borne by the Other Party.

ARTICLE 12. | LIABILITY AND INDEMNITY

1. The Other Party shall bear the losses caused by inaccuracies or incompleteness in the information provided by the Other Party, any other failure to comply with the Other Party's obligations arising from the law or the Agreement, as well as any other circumstance that cannot be attributed to Moccamaster.
2. Moccamaster shall, except in the case of intent and deliberate recklessness on its part, never be liable for indirect damage, including loss suffered, loss of profit, personal injury and damage as a result of business interruption. Without prejudice to the other provisions of these general terms and conditions and in particular the provisions of paragraph 4, Moccamaster shall only be liable towards the Other Party for direct losses suffered by the Other Party as a result of an attributable failure on the part of Moccamaster to comply with its obligations under the Agreement. Direct losses are defined exclusively as:

- the reasonable costs, incurred to determine the cause and the extent of the loss, in so far as the determination relates to losses which qualify for compensation within the meaning of these general terms and conditions;
 - any reasonable costs incurred to have Moccamaster's defective performance comply with the Agreement, in so far as these can be attributed to Moccamaster;
 - reasonable costs, incurred in order to prevent or limit damage or loss, in so far as the other party demonstrates that these costs have led to a reduction of the direct losses within the meaning of these terms and conditions.
3. Should Moccamaster be liable for any damage, Moccamaster shall at all times have the right remedy such damage. The Other Party shall give Moccamaster the opportunity to do so, failing which any and all liability of Moccamaster in this respect shall lapse.
 4. Moccamaster's liability shall be limited to at most the invoice value of the Agreement, or at least to that part of the Agreement to which Moccamaster's liability relates.
 5. Contrary to the statutory limitation period, the limitation period for all claims and defences against Moccamaster shall be one year. Contrary to the previous sentence, Consumer claims and defences based on facts which would justify the argument that a consumer purchase does not comply with the Agreement shall lapse after two years.
 6. The Other Party, and in particular the reseller of the Products, shall indemnify Moccamaster against any claims of third parties for losses the cause of which is attributable to parties other than Moccamaster. If Moccamaster should be held liable by third parties on that account, the Other Party shall be obliged to assist Moccamaster both in and out of court and to forthwith do everything that may reasonably be expected of it in that case. Should the Other Party fail to take adequate measures, Moccamaster shall have the right to do so itself, without notice of default being required. All costs and losses incurred on the part of Moccamaster and/or third parties as a result shall be entirely at the Other Party's expense and risk.
 7. With regard to deliveries to Consumers, the restrictions in this article do not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

ARTICLE 13. | RETENTION OF TITLE

1. All Products delivered by Moccamaster shall remain its property until the Other Party has complied properly with all payment obligations arising from the relevant Agreement.
2. Unless such must be deemed reasonably permissible within the context of its normal business operations, the Other Party is prohibited from selling, pledging or otherwise encumbering the Products to which the retention of title applies.
3. The Other Party shall be obliged to store the Products delivered under retention of title with due care and as recognizable property of Moccamaster.
4. If third parties levy attachment against the Products subject to Moccamaster's retention of title, or wish to establish or exercise rights thereon, the Other Party shall be obliged to inform Moccamaster thereof as soon as possible.
5. In the event the provisions of this article are breached or in case of further delivery by the Other Party within the context of its normal business operations, the amount owed by the Other Party to Moccamaster shall become immediately due and payable in full.
6. The Other Party authorises Moccamaster or third parties appointed by Moccamaster irrevocably to enter all those places where the Products subject to the retention of title are located. The Other Party shall provide Moccamaster upon first request with all information in order to be able to exercise its rights of ownership, such in respect of non-consumers, subject to an immediately due and payable penalty € 500 for each day the Other Party is in default and without Moccamaster being obliged to give the Other Party notice of default. All reasonable costs incurred in connection with the exercise of Moccamaster's rights of ownership shall be for the Other Party's account.
7. If, after the Products have been delivered to it by Moccamaster, the Other Party has complied with its obligations, the retention of title with respect to these Products shall be revived if the Other Party fails to comply with its obligations under an Agreement entered into at a later date.

ARTICLE 14. | GENERAL COMPLAINTS POLICY

1. Complaints relating to the performance of the Agreement must, without prejudice to the provisions of article 7, be submitted in writing to Moccamaster within a reasonable time after the Other Party has fully and clearly described the grounds that gave rise to the complaint.
2. Complaints submitted to Moccamaster will be answered within a period of seven days after receipt. If a complaint requires a longer processing time, a response will be given within the period of seven days with an acknowledgement of receipt and an indication of when the Other Party may expect a more detailed response.
3. If, in the context of a Distance Agreement, the complaint cannot be resolved by mutual agreement, the Consumer may submit the dispute to the Disputes Committee via the ODR platform(ec.europa.eu/consumers/odr/).

ARTICLE 15. | FINAL PROVISIONS

1. All Agreements and all legal relationships between the Parties arising therefrom shall be governed exclusively by Dutch law.
2. Prior to any recourse to the courts, the Parties will be obliged to make every effort to settle the dispute in mutual consultation.
3. Unless such is precluded imperatively by the law in the given circumstances of the case, only the competent court within the district of Moccamaster's place of business shall be designated to take cognisance of any legal disputes between the Parties.
4. In the event these general terms and conditions are available in multiple languages, the Dutch version will be decisive at all times with regard to the interpretation of the stipulations included therein.