

## General terms and conditions

### Hunter's Coffeeshop B.V.

#### Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms are defined as below, unless explicitly stated otherwise:
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|----------------------|---|
| Hunter's Coffeeshop: | The user of these general terms and conditions: Vodka Trading B.V. trading under the name "Hunter's Coffeeshop", located at Witbolstraat 4 in Amsterdam, the Netherlands, registered with the Chamber of Commerce under Chamber of Commerce number 34255723 and with VAT number [NL816975589B01]; |
| Customer:            | The customer who has entered into an Agreement with Hunter's Coffeeshop via the Website;  |
| Agreement:           | The agreement between Hunter's Coffeeshop and the Customer that has been concluded via the Website;   |
| Product:             | The Product (to be) delivered by Hunter's Coffeeshop in the context of the Agreement;   |
| In Writing/Written:  | In writing or by e-mail;  |
| Website:             | The website <a href="https://hunters-coffeeshop.com/">https://hunters-coffeeshop.com/</a> managed by Hunter's Coffeeshop.   |
- 1.2. Unless the context indicates otherwise, terms defined in the singular also refer to the plural.

#### Article 2. General

- 2.1. These general terms and conditions apply to every Agreement between Hunter's Coffeeshop and the Customer that has been concluded via the Website.
- 2.2. The provisions of these general terms and conditions can be deviated from In Writing only.
- 2.3. The nullification or invalidity of one or more of the provisions of these general terms and conditions will not affect the validity of the other provisions. The void or voided provisions will be replaced by Hunter's Coffeeshop, taking into account the objective and purport of the original provision(s) as much as possible.
- 2.4. If Hunter's Coffeeshop does not demand strict compliance with these general terms and conditions at all times, it does not automatically mean the provisions detailed therein no longer apply, or that Hunter's Coffeeshop would lose the right to demand strict compliance with these general terms and conditions in other cases.
- 2.5. Hunter's Coffeeshop is entitled to change these general terms and conditions. The version of the general terms and conditions that applied at the time of the conclusion of the Agreement is always applicable.

#### Article 3. Offer

- 3.1. Every offer from Hunter's Coffeeshop is without obligation.
- 3.2. The offer on the Website contains a complete and accurate description of the Products offered. This description must be sufficiently detailed so as to enable the Customer to make a fair assessment of the offer.
- 3.3. All prices are subject to printing and/or typing errors. Hunter's Coffeeshop is not obliged to deliver the Product for the wrong price in the event of printing and/or typing errors.
- 3.4. The prices shown on the Website are include VAT.
- 3.5. Listed prices do not automatically apply to future orders.
- 3.6. The Hunter's Coffeeshop range can be changed at any time.

#### Article 4. Conditions of Use

- 4.1. When using the Website, the Customer must act in accordance with what may be expected of a responsible and prudent Internet user.

- 4.2. The Customer is not permitted to bypass or hack the security applications on the Website.

#### **Article 5. Account**

- 5.1. If the Customer has created an account on the Website, Hunter's Coffeeshop will send a confirmation thereof by e-mail.
- 5.2. It is not necessary to create an account to place an order.
- 5.3. The Customer is at all times responsible for his account on the Website and login details. The Customer must keep his login details to himself. Hunter's Coffeeshop cannot be held liable if an unauthorised third party uses the Customer's login details.
- 5.4. If the Customer finds that a third party is making unauthorised use of his account, the Customer must:
- a. Immediately notify Hunter's Coffeeshop thereof;
  - b. Change his password.
- 5.5. If the Customer has forgotten his password, the Customer can submit a request via the Website to reset his password. An e-mail is then sent to the Customer with which he can recover his password.
- 5.6. The Customer can view and adjust his details via his account.

#### **Article 6. Conclusion of the Agreement**

- 6.1. The Agreement is concluded when the Customer has successfully completed the entire ordering process via the Website.
- 6.2. After the Agreement has been concluded, Hunter's Coffeeshop will send the Customer confirmation by e-mail. The order number and other details of the Customer's order are included in this confirmation e-mail. If the Customer has not received a confirmation e-mail from Hunter's Coffeeshop, the Customer can contact Hunter's Coffeeshop to check whether the order has been received in good order.
- 6.3. The order can only be placed via the Website after the Customer has clicked the box that he agrees to these general terms and conditions.

#### **Article 7. Right of withdrawal**

- 7.1. The Customer can dissolve the Agreement, without giving the reasons, during a cooling-off period of no more than 14 days.
- 7.2. If the Customer wishes to exercise his right of withdrawal, the Customer must explicitly notify Hunter's Coffeeshop of this within 14 days of receipt of the entire order. This can be done at [info@hunters-coffeeshop.com](mailto:info@hunters-coffeeshop.com). The Customer is given a return form which he can use if he wishes to dissolve the Agreement, but the Customer is not obliged to do so.
- 7.3. If the Customer informs Hunter's Coffeeshop electronically that he is invoking his right of withdrawal, Hunter's Coffeeshop will send the Customer confirmation of receipt after receiving this notification.
- 7.4. The Customer can also, without first notifying Hunter's Coffeeshop that he is invoking his right of withdrawal, return the Product to Hunter's Coffeeshop within the cooling-off period described in Article 7.1. In such a case, the Customer must enclose the return form or another unambiguous statement with the return shipment, showing that the Customer is exercising his right of withdrawal.
- 7.5. During the cooling-off period, the Customer will handle the Product and packaging with due care. The Customer will only unpack and use the Product to the extent necessary to determine the nature and characteristics of the Product. The basic principle is that the Customer may only inspect the Product as he would be allowed to do in a store.
- 7.6. The Customer is liable for any depreciation of the Product that is the result of handling the Product that goes beyond what is permitted in Article 7.5.
- 7.7. If the Customer dissolves the Agreement in accordance with this article, the shipping costs associated with returning the Product will be borne by the Customer. These shipping costs are approximately € 7.25 per parcel (in the Netherlands), depending on where the Customer offers the parcel to a carrier for shipment. The Customer can consult the website of his carrier to find the correct shipping rate.
- 7.8. The Product must be returned to:  
Hunter's Coffeeshop  
Witbolstraat 4  
1032 LD Amsterdam  
The Netherlands

- 7.9. Return shipments are at the risk of the Customer. The Customer must sufficiently postage the parcel to be returned. The Customer must prove that the parcel with the Product has been returned on time, for example, by means of proof of shipment.
- 7.10. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the Customer at all times.
- 7.11. In the event of dissolution as described in this article, Hunter's Coffeeshop will, within 14 days of the Customer invoking his right of withdrawal, refund the paid purchase price and the paid shipping costs for sending the order (with the exception of any additional costs resulting from the Customer's choice for a different method of delivery than the cheapest standard delivery offered by Hunter's Coffeeshop).
- 7.12. Hunter's Coffeeshop may hold back the refund until Hunter's Coffeeshop has received the Product back from the Customer.
- 7.13. Hunter's Coffeeshop refunds the Customer using the same payment method used by the Customer to carry out the original transaction, unless the Customer has explicitly agreed to another payment method. No costs will be charged for the refund.

#### **Article 8. Exchanging a Product**

- 8.1. If the Customer wishes to exchange a Product, the Customer can contact Hunter's Coffeeshop at [info@hunters-coffeeshop.com](mailto:info@hunters-coffeeshop.com).
- 8.2. The costs for returning the Product that the Customer wishes to exchange are at the expense of the Customer.

#### **Article 9. Changing the delivery address**

- 9.1. If the Customer has entered a wrong delivery address when concluding the Agreement, the Customer must send an e-mail to [info@hunters-coffeeshop.com](mailto:info@hunters-coffeeshop.com) as soon as possible and ask Hunter's Coffeeshop to change the delivery address. Hunter's Coffeeshop will make every effort to change the delivery address in a timely manner.
- 9.2. If the parcel with the order has already been delivered to the carrier of Hunter's Coffeeshop, the delivery address can no longer be changed. The consequences of incorrectly entering the delivery address are at the risk of the Customer.

#### **Article 10. Performance of the Agreement**

- 10.1. Hunter's Coffeeshop will perform the Agreement to the best of its ability and as a diligent professional.
- 10.2. Hunter's Coffeeshop is at all times authorised to engage one or more third parties for the performance of the Agreement without notifying the Customer.

#### **Article 11. Shipping costs and delivery**

- 11.1. The stated prices exclude shipping costs.
- 11.2. The amount of the shipping costs will be communicated to the Customer via the Website when the Agreement is concluded.
- 11.3. The order will be sent to the delivery address specified by the Customer.
- 11.4. Hunter's Coffeeshop uses a standard delivery time of 3 - 5 working days. If Hunter's Coffeeshop does not meet this delivery time for whatever reason, Hunter's Coffeeshop will inform the Customer of this as soon as possible.
- 11.5. All stated delivery times are indicative. The fact that the delivery term is exceeded does not entitle the Customer to compensation. If Hunter's Coffeeshop does not deliver the order within 30 days of the conclusion of the Agreement, the Customer has the right to dissolve the Agreement free of charge.
- 11.6. In the event of dissolution in accordance with Article 11.5, Hunter's Coffeeshop will refund the amount paid by the Customer as soon as possible, but no later than 14 days after the dissolution.
- 11.7. The risk of the Product passes to the Customer when the Product is delivered to the Customer.

#### **Article 12. Invoicing and payment**

- 12.1. The invoice is sent to the Customer by e-mail.
- 12.2. The Website offers the following payment methods:
  - a. iDEAL;
  - b. PayPal;

- c. American Express;
- d. Mastercard;
- e. Visa.

**Article 13. Conformity**

- 13.1. Hunter's Coffeeshop guarantees that the Product complies with the Agreement, the specifications stated in the offer and the reasonable requirements of reliability and/or usability.
- 13.2. If the Product is delivered to the Customer broken or damaged, the Customer must notify Hunter's Coffeeshop of this as soon as possible and in any case within 2 months after the Customer knows or should reasonably have known that the Product does not comply with the Agreement. Complaints submitted later by the Customer will not be handled by Hunter's Coffeeshop.
- 13.3. Hunter's Coffeeshop advises the Customer to check the Product for defects and damage immediately after delivery.
- 13.4. Complaints about a delivered Product will not be processed further if:
  - a. The Customer has repaired and/or modified the delivered Product himself or has asked a third party to repair and/or modify it;
  - b. The delivered Product has been exposed to abnormal conditions or otherwise carelessly handled or treated contrary to the instructions of Hunter's Coffeeshop and/or on the packaging;
  - c. The inadequacy is wholly or partly the result of regulations (to be) imposed by the government with regard to the nature or quality of the materials used;
  - d. (Washing) instructions have not been followed;
  - e. A defect in the Product is caused by an external circumstance, such as destruction or cleaning products.

**Article 14. Customer service department**

- 14.1. For questions about the order or to submit a complaint, the Customer can contact Hunter's Coffeeshop customer service department,
- 14.2. which can be reached at [info@hunters-coffeeshop.com](mailto:info@hunters-coffeeshop.com).
- 14.3. Questions and complaints submitted to Hunter's Coffeeshop will be answered within a period of 14 days from the date of receipt. If a complaint takes longer to process than anticipated, Hunter's Coffeeshop will respond within 14 days, sending confirmation of receipt and an indication of when the Customer may expect a more detailed response.

**Article 15. Force majeure**

- 15.1. Hunter's Coffeeshop is not obliged to fulfil any obligation from the Agreement if it is impeded in doing so as a result of a circumstance that cannot be attributed to Hunter's Coffeeshop by virtue of the law, a legal act or generally accepted standards. Force majeure includes in any case extreme weather conditions; theft; fire; floods; landslides; terrorism; epidemics; pandemic, strikes; power failures; riots, wars or threats of war; loss of or damage to Products during transport thereof; transportation difficulties; blockages; government measures; hacker attacks; malfunctions in a (telecommunications) network or connection or communication systems used and/or the Website not being available at any time.
- 15.2. Force majeure also includes a non-attributable shortcoming of a supplier or a third party engaged by Hunter's Coffeeshop.

**Article 16. Intellectual property**

- 16.1. Any intellectual property right, including copyright, with regard to the Website, photos, images, drawings, texts, brands, trade names, house style and logos and where it concerns information provided by Hunter's Coffeeshop to the Customer, accrues to Hunter's Coffeeshop. The Customer must respect the intellectual property rights of Hunter's Coffeeshop at all times.

**Article 17. Liability and limitation period**

- 17.1. Hunter's Coffeeshop is not obliged to pay compensation for any damage that is a direct or indirect consequence of:
  - a. An event which is in fact beyond its control and therefore cannot be attributed to its acts and/or omissions, see also Article 15;

- b. Any act or omission by the Customer, or its subordinates and/or other persons, deployed by or on behalf of the Customer.
- 17.2. The colours that can be seen on the screen of the Customer may deviate from the actual Product colours. Hunter's Coffeeshop is not liable for such colour deviations.
- 17.3. Hunter's Coffeeshop is not liable for any damage caused by the temporary or permanent unavailability of the order option, inaccessibility or removal of its Website due to maintenance or otherwise.
- 17.4. Hunter's Coffeeshop is not liable for damage, of whatever nature, because Hunter's Coffeeshop relied on incorrect and/or incomplete information provided by the Customer, such as the Customer giving a wrong delivery address.
- 17.5. Hunter's Coffeeshop is not liable for the loss of the login details used by the Customer.
- 17.6. Hunter's Coffeeshop is not liable for the mutilation or loss of data as a result of sending the data using telecommunication facilities.
- 17.7. It is the responsibility of the Customer to use the Product in accordance with the instructions for use and/or the instructions given and/or the purpose for which the Product is intended. The use of the Product is entirely at the Customer's risk. Hunter's Coffeeshop is not liable for damage, including property damage and personal injury, suffered by the Customer or a third party through the use of the Product.
- 17.8. Hunter's Coffeeshop is never obliged to pay compensation as a result of consequential damage. In any event, consequential damage is considered to include lost turnover, lost profit, lost savings, trading loss, business interruption, business interruption loss, damage due to delays, reputational damage, labour costs, fines and indirect damage, regardless of their origin.
- 17.9. If Hunter's Coffeeshop is liable for any damage or if the aforementioned limitation of liability is not permitted by law, Hunter's Coffeeshop's liability is limited to the amount of the payment made by Hunter's Coffeeshop's insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, the liability of Hunter's Coffeeshop is limited, insofar as this is not in conflict with any mandatory statutory provision, to the price the Customer has paid for the Product to which the liability relates.

**Article 18. Personal data**

- 18.1. Hunter's Coffeeshop processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data, the Customer can consult the privacy policy if Hunter's Coffeeshop, see [privacy policy](#).

**Article 19. Applicable law and competent court**

- 19.1. All Agreements concluded with Hunter's Coffeeshop are subject to Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 19.2. All disputes in connection with Agreements between the Customer and Hunter's Coffeeshop will be submitted to the competent court in the district where Hunter's Coffeeshop is located. After Hunter's Coffeeshop has invoked this stipulation In Writing against the Customer, the Customer has 1 month to select the competent court according to the law to settle the dispute.