

## Terms and Conditions for Buying from Vendors

Date: September 1, 2023

These are the "Terms and Conditions for Buying from Vendors" for consumers. We request that you read this carefully. By registering and/or placing an order(s) you indicate that you have read and accepted these conditions.

### Table of contents

- [Article 1 – Definitions](#)
- [Article 2 – Applicability](#)
- [Article 3 – Customer account](#)
- [Article 4 – Third party offers](#)
- [Article 5 – Order and delivery](#)
- [Article 6 – Compensation and payment](#)
- [Article 7 - Provisions only applicable when purchasing from Vendor\(s\) being a legal entity](#)
- [Article 8 - Provisions only applicable when purchasing from Vendor\(s\) being a natural person](#)
- [Article 9 – Information and use of data](#)
- [Article 10 – E-mail communication between the Customer and the Vendor](#)
- [Article 11 – Miscellaneous](#)
- [Article 12 – Applicable law](#)

### Article 1 - Definitions

1. **Environment** : This is where you can find Fête du Café, such as [www.feteducafe.com](http://www.feteducafe.com), [www.feteducafe.nl](http://www.feteducafe.nl), [poc.feteducafe.com](http://poc.feteducafe.com) and other apps that Fête du Café has designated.
2. **Platform** : This is where other companies offer their stuff to you and other users.
3. **User** : This is just anyone who visits the Area.
4. **Vendor(s)** : These are other companies or people who also offer items on the Platform.
5. **Customer** : A User who purchases something via the Platform.
6. **Purchase Agreement** : This is the deal made between a Vendor and a Customer when that Customer purchases something from that Vendor through the Platform.

### Article 2 - Applicability

1. If you order and purchase products from Vendors through the Platform, these "Terms and Conditions for Buying from Vendors" apply. You can also find these terms and conditions on the Fête du Café website: [www.feteducafe.com](http://www.feteducafe.com) .
2. Any customer who orders from an Vendor within the Area agrees to these "Terms and Conditions for Buying from Vendors".
3. We may specifically deviate from certain articles in these conditions, but the rest of the conditions will always apply.
4. These conditions apply to both consumers and companies.
5. All rights and agreements stated in these terms and conditions and other agreements for Fête du Café also apply to intermediaries and others, including the Vendors.
6. Fête du Café may change these conditions at any time. If you later purchase something from an Vendor via the Platform, new "Terms and Conditions for Buying from Vendors" could apply, so always check the latest conditions before ordering anything.

## Article 3 - Customer account

1. The customer must meet these requirements:
  - c. You must have an account with Fête du Café;
  - d. You must be at least 18 years old;
  - e. We must be able to reach you by email.
2. Fête du Café may choose not to process or impose conditions on certain orders from Vendors.
3. You are responsible for your username and password. Make sure you use a unique password and keep it secret.
4. You may not let others use your account.
5. You must comply with these "Terms and Conditions for Buying from Vendors" and all applicable laws and conditions.
6. You are responsible for the accuracy of your account information.

## Article 4 - Third party offers

1. You understand that the purchase agreement is between you and the Vendor. Fête du Café is not a party to this agreement.
2. If you have any questions or complaints about products from Vendors, please contact that seller directly. Fête du Café is not liable, including any defects in the purchased product.

## Article 5 - Order and delivery

1. You can order a product offered by a Vendor through the normal ordering process at Fête du Café.
2. The Vendor will send you a packing slip.
3. You only become the owner of the purchased items once you have paid everything you owe to the seller for that order.

## Article 6 - Payment and costs

1. You pay the price for the product that you purchase from the Vendor via the Platform to Fête du Café. Payments to the Vendor(s) will not be considered payment to Fête du Café.
2. If you are late in paying, you are obliged to pay within 14 days after receiving a reminder from Fête du Café. Otherwise, you will have to pay default interest and/or administration costs, as well as collection costs, apart from the actual collection costs that Fête du Café can claim.
3. You may use Fête du Café gift cards and discount codes to purchase products from Vendors.
4. Fête du Café has the right, on its own behalf and without excluding the Vendor, to exercise the collection rights arising from the purchase agreement between you and the Vendor.
5. Fête du Café will handle your payment arrears according to its usual collection procedure.

## Article 7 - Rules for purchasing from Business sellers

1. If you purchase a product via the Platform from a Business seller (a legal entity), the following rules apply:
  - o You must read and accept the "Buy from Business Seller Terms" of the specific business seller(s) for the products you purchase through the Platform.
  - o Orders for products will be processed according to the "General Terms and Conditions for Selling through Fête du Café" of that Business seller.

- You have the right to return products within the Business Seller's return period (right of withdrawal), as described in the Business Seller's "Conditions for purchasing from Business Sellers", subject to Article 8.2 in these Terms and Conditions.
- 2. To ensure a swift return, you must notify Fête du Café via the "Return" button in your order history before returning the item. You must return the item to the business seller within 24 hours of reporting the return to Fête du Café.
- 3. If you have already paid, Fête du Café will refund the amount as soon as possible, but no later than 14 days after the cancellation. Unless the Business Seller offers to collect the product himself, Fête du Café may wait with the refund until the Business Seller has received the product or until you have demonstrated that you have returned the product, whichever occurs first.
- 4. If a Business Seller, a legal entity, has not accepted an order within three (3) days of the final delivery date, Fête du Café will inform you that your order has not been accepted and will refund any payments Fête du Café has received.

## Article 8 - Rules for purchasing from Private sellers

1. If you purchase a product via the Platform from a Private seller (a natural person), you have the right to return that order within 14 days (right of withdrawal). To ensure a smooth return, you must notify Fête du Café of your return within 14 days of receiving the product. You can do this via the return button next to the item in your order status. You must return the product to the Private seller within 24 hours of reporting the return to Fête du Café.
2. During these 14 days you must handle the product and packaging with care. You may only unpack or use the product to assess whether you want to keep it. If you exercise your right of withdrawal, you must return the product with all included accessories and - if possible - in the original condition and packaging to the Private seller. The costs for returning are at your expense. If you have already paid, Fête du Café will refund the amount as soon as possible, but no later than within 14 days after the return or cancellation.
3. If a Private seller, a natural person, does not accept an order within six (6) working days, Fête du Café will notify you within eight (8) working days of your order that it has not been accepted and any payments that Fête du Café has received, refund.

## Article 9 - Information and use of data

1. Check your email regularly to make sure that you are informed in time of information sent to you by Fête du Café and/or the Vendor.
2. Fête du Café is not responsible for information not being received in full and/or completely and/or on time and/or if there are obvious errors in the information, regardless of where the information comes from or to whom it is provided.
3. You understand and agree that your name and address details, email address and telephone number will be provided to the Vendor to the extent necessary for the execution of the purchase agreement or if you have consented to this. The Vendor may only use your data to process and fulfill the order, or if you have given permission for this.
4. You acknowledge that a rating system is part of the sales process. You will be invited to this by email. If you participate in the rating system, you must do so honestly. You guarantee that all information you provide is correct and not misleading. You may not provide insulting, threatening or defamatory information. Fête du Café has the right not to place a review on the site or to remove it if the Vendor demonstrates that the review is contrary to laws or regulations, public order, good morals, if it only relates to the product, if it is not from the correct Vendor, if it contains personal information or a URL, or if it is fraudulent.

## Article 10 - E-mail communication between you and the Vendor

1. Fête du Café has developed a messaging application to enable e-mail communication between you and the Vendor, including the Vendor's after-sales obligations.
2. All communications through this messaging application are stored on Fête du Café's servers and can be viewed and used by Fête du Café for:
  - o assist you and/or the Vendor with questions or problems;
  - o verify that the Vendor meets the requirements;
  - o analyzing process improvements.
3. Each time you use the messaging application, you authorize Fête du Café to store, view and use the communications as described above in paragraph 2 of this article.
4. Communications via this E-mail messaging application will be kept by Fête du Café for as long as necessary.

## Article 11 - Other provisions

1. Fête du Café may limit, deny or revoke privileges, or block an account, or limit the ability to order Products from Vendors, depending on a customer's trading history. This decision is in the hands of Fête du Café.
2. Should Fête du Café permit a temporary or long-term deviation from the "Terms and Conditions for Buying from Vendors" it does not constitute a waiver of Fête du Café's right to require strict compliance with the "Terms and Conditions for Buying from Vendors". Customers cannot derive any right from Fête du Café's flexibility when endorsing Terms and Conditions to Vendors and/or Customers.
3. If one or more provisions of these "Terms and Conditions for Buying from Vendors" conflict with any applicable law, the provision in question will be terminated and replaced by a new provision that Fête du Café deems lawful, subject to the intention of the original provision.
4. Fête du Café reserves the right to change and restrict functionality that Vendors utilize to promote and/or sell Products on the Fête du Café website.

## Article 12 - Applicable law

1. These terms and conditions and the agreement between you and the Vendor are exclusively governed by Dutch law. All disputes between parties will be submitted to the competent court in Leiden.