

## General terms and conditions for selling through Fête du Café for Vendors

Date: September 1, 2023

These are the "General terms and conditions for selling through Fête du Café" for Vendors. We kindly ask you to read this carefully. By registering as a Vendor on Fête du Café you state that you agree to these terms and conditions, including all attachments, and that you will operate according to these terms.

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### Article 1 - Definitions

1. **Fête du Café** : UJDBF BV, the company behind Fête du Café, located at Oswald Wenckebachstraat 13, 2202 HL in Noordwijk, the Netherlands. Operating in the Netherlands under VAT number NL811924828B01 and registered with the Chamber of Commerce under number 28064043.
2. **Environment** : Fête du Café, accessible via websites 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 designated by Fête du Café.
3. **Platform** : The place where Vendors can offer their products, as long as they fall under the categories that Fête du Café has designated.
4. **User** : Anyone who visits the Area.

5. **Terms and conditions** : These terms and conditions, including all attachments, and the information on the [Fête du Café - Vendor](#) website, which apply to sales through Fête du Café.
6. **Vendor(s)** : Companies that have been registered with the Chamber of Commerce in the Netherlands for at least 10 weeks, have a VAT number, a postal address and a Dutch payment account, have created a Vendor-account, have accepted these terms and conditions and have been accepted by Fête du Café as a Vendor. The (indirect) directors, shareholders and/or ultimate stakeholders may not have been involved in a previous Vendor-account that was closed on the basis of Article 15 of the terms and conditions.
7. **Vendor-account** : The account created by the Vendor in the Environment.
8. **Products(s)** : All products that Fête du Café has identified as being available for sale in the Area.
9. **Customer** : A User of the Environment who purchases a Product via the Platform.
10. **Purchase Agreement** : The agreement between the Vendor and a Customer when the Customer purchases a Product via the Platform.
11. **Content** : Specifications of Products in the Environment, including text, images and technical details, that Fête du Café makes available to Vendors.
12. **Total price** : The price including VAT, shipping costs, any disposal contributions and other government-imposed costs charged to the Customer.
13. **Fête du Café Marks** : The brand and logo of Fête du Café, both word and figurative marks, and other distinguishing marks.
14. **Compensation** : The commission that Fête du Café charges the Vendor based on the Sales Price. The compensation consists of a fixed and a variable part, as described on the [Fête du Café - Vendor](#) website.
15. **Sales price** : The price of a Product, including shipping costs, any and all disposal contributions, VAT and the service contribution.
16. **Sweetspot** : The best position for selling a Product in the Area, as explained on the [Fête du Café - Vendor](#) website. If multiple Vendors are listing the same Product, the Preferred Vendor will be shown first, and only one Vendor will be shown per Product.
17. **Holiday(s)** : For Vendors based in the Netherlands: New Year's Day (January 1), Easter Monday, King's Day (April 27), Liberation Day (once every five years), Ascension Day, Whit Monday, Christmas (December 25, 26) .

## Article 2 - Your Vendor-account

1. If you want to sell products on our Platform, you must first create a Selling Account.
2. By registering as a Vendor you agree to our terms and conditions and the obligation to follow these conditions and the information on our [Fête du Café - Vendor](#) website.
3. If you want to work as a Vendor, you must meet these conditions:
  - a. You need an account at Fête du Café.
  - b. You must create a Vendor-account in the Environment.
  - c. You must confirm that you have accepted the terms and conditions.
  - d. You must confirm that the (indirect) director(s), shareholders or ultimate beneficial owner have not previously been involved in another Vendor-account closed pursuant to Article 15.
4. Once you have created your Selling Account, you can list your products on our Platform, as long as you comply with our terms and conditions.
5. With one Vendor-account you can only use one brand/trade name. If you want to offer Products on our Platform under different brands/trade names, you must create multiple Vendor-accounts.
6. You are solely responsible for the use of your Selling Account and those who have access to your Selling Account. We may, among other things, decide to suspend the use of your Vendor-account as described in Article 15 of the terms and conditions.

7. If you do not meet your payment obligations to Fête du Café, we may decide to suspend the use of your Vendor-account until you have met your payment obligations as described in Article 15 of the terms and conditions.
8. Make sure the information in your Vendor-account is correct and up to date.

## Article 3 - Offer

1. Vendors can offer both new and second-hand Products, as long as they meet the conditions stated on our [Fête du Café - Vendor](#) website.
2. Only Fête du Café has the right to determine which product categories and subcategories may be offered on the Platform and when this is possible. We can also remove product categories and subcategories without Vendors being entitled to do so. We reserve the right to exclude certain Products from these categories without reason.
3. The list of product categories and subcategories available to Vendors can be found on our [Fête du Café - Vendor](#) website. We may unilaterally change these categories from time to time in accordance with the rules in Article 21, paragraph 3 of the terms and conditions.
4. We may request Vendors to no longer offer certain Products on our Platform, without stating reasons. The Vendor must immediately stop offering the Product in question, and if it is offered, we have the right to remove it.
5. We may remove a specific Vendor Product if it is deemed substandard by the standards on the Vendor's Selling Account. On our [Fête du Café - Vendor](#) website you can see when we think a Product is underperforming.
6. Second-hand Products from Vendors will not be displayed on our Platform if the Sale Price is higher than the price of the same Product currently offered as new in the Area in the Sweetspot, if applicable.
7. We have the right not to include the offer or certain information stated by Vendors in relation to the offer on our Platform or to remove it from our Platform if we believe that this information is incorrect, misleading, contrary to with our terms and conditions, or could be harmful to the reputation of Fête du Café, our Platform or third parties.
8. Vendors must offer free returns to Customers and should never charge separate return fees.

## Article 4 - Order and Delivery

1. A User can order a Product offered by the Vendor through the normal ordering process at Fête du Café.
2. An order for a Product from the Vendor will be processed according to the terms and conditions on our [Fête du Café - Vendor](#) website.
3. If a Business Vendor receives an order via Fête du Café, the Business Vendor must process the order according to the procedure described on our [Fête du Café - Vendor](#) website.
4. When sending the order, the Vendor must use a packing slip showing the Fête du Café order number associated with the order. If this is not possible, the Vendor must use the packing slip provided digitally by Fête du Café to the Vendor. The Vendor may not make any changes to this packing slip.
5. For the packaging of the order, the Vendor may only use:
  - a. A shipping box without a brand;
  - b. A shipping box with the Vendor's company name or the name under which the Vendor is active on the Platform;
  - c. A shipping box that has been purchased directly by the Vendor from Fête du Café and has the Fête du Café company name and logo.

## Article 5 - Customer Relationship

1. When a Customer purchases a Product offered by a Business Partner, a Purchase Agreement is entered into between the Vendor and the Customer. The Vendor must apply the General terms and conditions attached as **Appendix 1** to these terms and conditions and these form an integral part of this agreement.
2. Fête du Café is not a party to this Purchase Agreement. However, Customers must accept the “Terms and Conditions for Buying from Vendors” before concluding a Purchase Agreement with the Vendor through the Platform. These terms and conditions govern the relationship between Fête du Café and the Customer with regard to the use of the Platform and may be amended by Fête du Café from time to time.
3. The Vendor is responsible for the correct performance of the Purchase Agreement and must comply with the provisions of these terms and conditions and the General terms and conditions of purchasing from other Vendors. Customers may contact Fête du Café under the terms of this agreement. The Vendor must indemnify Fête du Café against claims from Customers arising from the Purchase Agreement.
4. Fête du Café applies so-called 'service levels', as described in Appendix 2, and reserves the right to block the Vendor's Vendor-account if it does not meet these service levels, subject to the provisions of Article 15 of the terms and conditions. Fête du Café may change these service levels in accordance with Article 21(3) of the terms and conditions.
5. The Vendor must provide Fête du Café with the track & trace number of all shipped Products, so that Fête du Café can check whether the Vendor meets the service levels as stated in Appendix 2.
6. Customer service, warranty and returns handling are the sole responsibility of the Vendor. The Vendor must respond to Customer questions within 24 hours, excluding Saturdays, Sundays and Public Holidays.
7. At the Customer's request, the Vendor must provide the invoice for the order within the time period indicated in Appendix 2. The Vendor may also provide the invoice on its own initiative, in both cases the Vendor must upload the invoice to the Customer's account.
8. Vendor understands that Customers participate in a review system (which may include giving Vendor a “rating”) and may also write reviews about Vendor and post them on the Platform. Fête du Café has no control over these reviews and will not censor them unless the Vendor can demonstrate that a review is contrary to the law, public order and/or decency, is solely a product review, or is about another Vendor, contains personal information, or is fraudulent. Such reviews may be removed by Fête du Café as soon as we become aware of them.
9. The Vendor must ensure that its offer and the execution of the Purchase Agreement are in accordance with applicable laws and regulations and the General terms and conditions of purchasing from other Vendors (of Fête du Café, as amended from time to time). The Vendor may not deviate from these conditions or arrange sales with a Customer outside the Platform.
10. Fête du Café will send Customers a confirmation email after concluding the Purchase Agreement. For further communication with the Customer, the conditions stated on the [Fête du Café - Vendor](#) website apply. The Vendor hereby authorizes Fête du Café to communicate directly with the Customer on behalf of the Vendor, without Fête du Café becoming a party to the Purchase Agreement.

## Article 6 - Payments

1. The Vendor will pay a Fee to Fête du Café for each Product sold through the Platform, unless the Purchase Agreement is canceled by a Customer within the period stated in the General terms and conditions in Appendix 1. The Vendor understands that Fête du Café has the right to unilaterally adjust the Fee for each subcategory and/or product category. Vendor will be notified at least seven (7) days prior to these changes.
2. Fête du Café ensures that Customers make payments to Fête du Café. Fête du Café collects payments from Customers. Fête du Café always reserves the right not to accept Customers. The Vendor hereby grants Fête du Café the irrevocable right to

exercise the collection rights arising from the Purchase Agreements on behalf of Fête du Café and exclusively for the Vendor.

3. The Vendor may not accept payments made directly to it by the Customer. In that case, the Vendor must refund the amount received to the Customer and inform the Customer that payment can only be made to Fête du Café. The Vendor hereby acknowledges that payment by a Customer to Fête du Café releases the Customer from his obligation to pay the Vendor.
4. The total price of each Product that the Vendor offers on the Platform must be equal to the total price for which the Vendor offers the relevant Product on its own website. This condition is in place to prevent the Vendor from taking advantage of the potential reach of the Platform while simultaneously trying to close sales at a lower overall price on its own website. This helps Fête du Café to maintain the quality, innovation and sustainability of the Platform.
5. If a Purchase Agreement is canceled within the period stated in the General terms and conditions in appendix 1, Fête du Café will refund the payment directly to the Customer, within the period stated in these General terms and conditions. If the Vendor has already received payment for this Purchase Agreement from Fête du Café, Fête du Café reserves the right to recover this amount from the Vendor. If a Purchase Agreement is canceled after the period stated in the General terms and conditions in Appendix 1, the Customer must contact the Vendor directly to obtain a refund. Fête du Café is not a party to this and is not involved in whether or not the amount paid by the Customer is refunded and/or the exchange of the Product in question.

## Article 7 - Services Fête du Café

1. If the Customer fails to make payment, the Vendor may be able to obtain compensation from Fête du Café to cover any damages. Fête du Café itself determines whether a Vendor is eligible for this and how much that compensation would be. If the Vendor does not qualify, he assumes the risk for any unpaid amounts, and Fête du Café cannot be held responsible for this.
2. Payments received by Fête du Café will be transferred to the bank account number provided by the Vendor, after deducting the commission described in Article 6.1 of these terms and conditions. In most cases, payment is made once a month. If an order is not received by the Customer within 5 working days after the agreed delivery date, or after the end of the agreed delivery period, Fête du Café will consider it as not having been delivered. In that case, the Customer does not have to pay and no payment will be made to the Vendor. If the Vendor has already been paid, Fête du Café reserves the right to offset the amount paid in accordance with Article 7.3 of these terms and conditions against future claims of Fête du Café against the Vendor. Fête du Café may also decide to suspend payment if it believes this is necessary to protect its platform, customers, third parties or good name. This may also happen if there are suspicions that ordered and paid Products will not be delivered to Customers due to scarcity or fraudulent practices, as described in these terms and conditions.
3. All amounts due to Vendor under these terms and conditions are immediately due. Fête du Café may offset any amounts due to Vendor under these terms and conditions, or amounts due under any other agreement with Vendor, against the next payments received by Fête du Café as described in Article 6.2. Fête du Café may also choose to send an invoice for these amounts, which the Vendor must pay within the period stated on the invoice. If Fête du Café decides not to settle, it may suspend payment as described in Article 6.2 for as long as the Vendor owes any amounts to Fête du Café under these terms and conditions or any other agreement with Fête du Café.

## Article 8 - E-mail communication between the Vendor and the Customer

1. Fête du Café offers a convenient electronic messaging app for communication between the Vendor and the Customer (including matters mentioned in Article 5.6 of these terms and conditions). This app allows them to easily contact each other via email through their own accounts. Of course, the Customer's right to contact the Vendor by telephone continues to exist.

2. In case of justified reasons, Fête du Café may temporarily block the use of the electronic messaging app. This can happen, for example, if there are suspicions of fraud by the Vendor.
3. All messages sent via this electronic messaging app are stored by Fête du Café on its servers and can be viewed and used by Fête du Café for various purposes:
  - o Supporting the Vendor and/or the Customer with questions and problems.
  - o Assessing whether the Vendor complies with the agreements in appendix 2 (SLA) and article 11.2 of these terms and conditions.
  - o Analyzing process improvements.
4. The Vendor explicitly authorizes Fête du Café to store, view and use the communications that take place via this electronic messaging app, as described in paragraph 2 of this article.
5. Fête du Café keeps communications that take place via this electronic messaging app for as long as necessary.

## Article 9 - Use of Content

1. If the Vendor offers products on the Platform that are already in the Fête du Café catalogue, Fête du Café will, if available, display an image and relevant information with the Vendor's offer of that product on the Platform.
2. Vendor is granted a non-exclusive, non-transferable right to use the Content under these terms and conditions solely for sales through the Platform. The Vendor must always follow the instructions of Fête du Café and may not use the Content in a misleading manner that is harmful to Fête du Café. If a Vendor makes changes to existing Content, these changes must comply with the content requirements described in this section. These requirements may be changed from time to time in accordance with Article 21 paragraph 3 of the terms and conditions.
3. If the Vendor wants to offer products on the Platform about which Fête du Café has no information, the Vendor must provide Fête du Café with the necessary product information. This information must comply with the content requirements described in this article, which may change from time to time in accordance with article 21 paragraph 3 of the terms and conditions.
4. The Vendor guarantees that:
  - o The product descriptions do not contain references to discounts, guarantees, "sales phrases" or other products.
  - o The product descriptions do not contain URLs to your own or other websites.
  - o The images do not contain discount labels, watermarks, company names and/or company logos.
  - o The product information provided does not infringe the rights of third parties, including but not limited to intellectual property rights such as trademark and copyright.
  - o The product information provided does not incite terrorist crimes or promote participation in terrorist activities.
  - o The product information provided is in Dutch.
5. The Vendor grants Fête du Café a non-exclusive, transferable license to use, reproduce and publish the product information obtained from the Vendor indefinitely, worldwide and permanently in all known and future media. Vendor warrants that it has the authority to grant this license.
6. Fête du Café has the right at any time to remove, change or adjust any product information provided.
7. Fête du Café is not obliged to use the product information provided by the Vendor or to display it on the Platform.
8. The Vendor must provide the product information to Fête du Café in accordance with the conditions included on the [Fête du Café - Vendor](#) website.
9. The Vendor fully indemnifies Fête du Café against all damages and costs resulting from failure to comply with one or more obligations in this article 9.

## Article 10 - Data

1. When a Vendor opens a Selling Account and accepts the terms and conditions (see art. 2.2.), this gives Fête du Café access to the Vendor's entered company details. This includes offer data, including product information, such as the EAN code, product category, sales price, stock quantity and product information. If the Vendor sells Products, Fête du Café also gains insight into order data (such as turnover including and excluding VAT, sales volume, name, address and place of residence of the customer, hereinafter "NAW data"), performance data (such as Track and Trace codes, returns and cancellations) and customer case data (such as customer number and category of customer questions). Fête du Café also has access to data of all other Vendors on the Platform.
2. The Vendor has access to its own generated data, including offer data, product information, order data, performance data and customer case data. Fête du Café has access to all data provided by Vendors (see paragraph 1). Vendors only have access to data that they have provided themselves or that is generated through the sale of their Products. They do not have access to data from other Vendors, for privacy, business confidentiality and competition law considerations.
3. Some data generated by Fête du Café on the Platform is shared with third parties to provide insight into the online sales market. This does not include information that can be traced back to individual Vendors. The shared data is limited to turnover figures and sales volumes over a specific period. Fête du Café shares this information to comply with legal obligations or for commercial reasons.

## Article 11 - Privacy

1. Fête du Café only shares personal data of Customers (hereinafter "Customer Data") with the Vendor if this Customer Data is necessary for the Vendor to execute the Purchase Agreement, including after-sales obligations, or if the Customer has given permission for this. This includes at least the name and address details and the telephone number if a delivery appointment needs to be made.
2. The Vendor promises that it will only approach Customers in connection with the execution of the Purchase Agreement and the obligations arising from it, without commercial exploitation or other use of Customer Data. The Vendor will only use and include Customer Data in its databases to fulfill its obligations, including accounting obligations. Even after termination of the Selling Account, Vendor is not authorized to commercially exploit or use Customer Data. If this article is violated, the Vendor is liable for any damage that Fête du Café suffers as a result.
3. Vendor will handle all Customer Data in accordance with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR).
4. Fête du Café does not guarantee the accuracy of the (personal) data provided by Customers.

## Article 12 - Ranking

1. Articles are presented in various ways on the Platform, including the search/category pages and the product page.
2. The search and category pages are generated, among other things, after using the search bar on the Platform. Articles on these pages are ranked based on both a popularity score and a relevance score. The relevance score is determined by information such as the title and specifications of Articles. This allows articles to match the search query to a greater or lesser extent. Vendors can appear higher on the search page by advertising.
3. If multiple Vendors offer the same Product, Fête du Café tries to assist the Customer by recommending one Vendor based on the "Preferred Position Algorithm". This algorithm rates Vendors based on criteria such as the availability of the Product, the price (including shipping costs and VAT), delivery time, delivery options and the performance of the Vendor. This includes delivery reliability, order cancellations, customer reviews and the traceability of deliveries using track & trace.

4. On several pages, Fête du Café shows recommendations for Products that are relevant to what the Customer is currently viewing, such as "Others also viewed". The order of these recommended Articles is determined, among other things, by an algorithm that uses the popularity score. This algorithm uses customer interaction data. In addition, product information from the catalog is used.

## Article 13 - Guarantees and obligations

1. The Vendor confirms and covenants that it is authorized to accept, follow and grant the rights granted herein to these terms and conditions and the [Fête du Café - Vendor](#) website.
2. The Vendor guarantees that:
  - Only Products are offered that are in stock at the Vendor.
  - At least ninety-eight percent (98%) of the Products are always delivered within the delivery time stated on the Platform, unless the Vendor has agreed a different delivery time with the Customer.
  - Only Products are offered in the product categories permitted by Fête du Café.
  - The Products offered are the property of the Vendor, are not misleading or contrary to laws or regulations, and that the Products offered are always original and not counterfeit.
  - The offer on the Platform complies with Dutch laws and regulations.
  - The Products function properly and show no defects.
  - The Articles it offers and the (product) information provided do not infringe any rights, such as intellectual property rights.
  - The actions of the Vendor and the Articles will not damage the reputation or image of Fête du Café or the Environment.
  - Act in accordance with the terms and conditions for purchases from other Vendors and all applicable laws and regulations.
  - The (product) information provided does not contain any incProductent to terrorist crimes or participation in terrorist activities.
  - All information provided by the Vendor is correct and complete.
  - She always acts in accordance with the guidelines and instructions of Fête du Café with regard to the installation and use of the Platform.
3. The Vendor will indemnify Fête du Café against any claims or damages that Fête du Café may incur as a result of any failure to comply with the warranties contained in this article.
4. The Vendor is not permitted to send advertising material with the delivery of Products to Customers or to otherwise provide commercial communications to Customers.

## Article 14 - Intellectual property rights

1. Fête du Café obtains the non-exclusive, non-transferable right to use the Vendor's logo and word mark as long as the Vendor offers Products on the Platform, as well as in communications and advertising in all media to promote the Platform.
2. The Vendor acknowledges that all (intellectual property) rights relating to the Environment, design, Content and all Fête du Café Brands and logos are and remain the property of Fête du Café, and that they may not be used in any way by the Vendor without the prior written consent of Fête du Café. The Vendor will at all times fully respect the intellectual property rights and all other exclusive rights of Fête du Café and third parties.
3. Under no circumstances will the Vendor itself register a brand name or domain name containing the element "Fête du Café" or a similar element or logo, without the prior written approval of Fête du Café for any use of Fête du Café's Trademarks and/or logos by the Vendor.



## Article 15 – Limitation, suspension and termination of Vendorship

1. Fête du Café reserves the right at all times not to provide a Vendor with a Vendor-account and/or to impose additional requirements for obtaining a Vendor-account without stating a reason.
2. A Vendor-account that has already been created can be blocked, suspended or terminated by Fête du Café at any time, without giving any reason. This may happen, for example, if Fête du Café suspects that there has been a violation of one or more of the applicable conditions, fraud, unpaid invoices to Fête du Café, infringement of intellectual property rights of Fête du Café or third parties, disruption of the proper functioning of the Environment of Fête du Café or damage to the reputation of Fête du Café or third parties. This may also be the case if a driver of the Vendor-account has been involved in another Vendor-account that has been closed for violation of these terms and conditions.
3. In the event of termination of a Vendor-account, Fête du Café applies a notice period of 7 days, except in situations as described in paragraph 4 of this article.
4. Fête du Café reserves the right to immediately terminate the Vendor-account if 1. national law requires otherwise, 2. Fête du Café has a right to terminate for compelling reasons under national law, or 3. the Vendor repeatedly fails to comply with the service standards and/or the terms and conditions. Violations of the terms and conditions may result in policy violations and point deductions, with a point total of zero resulting in closure of the Selling Account.
5. Fête du Café also reserves the right at any time to no longer make the Vendorship functionalities available.
6. Vendor may close the Vendor-account at any time by sending an email to Fête du Café support (email: support@feteducafe.com) 30 days before the desired termination date.

## Article 16 - Consequences of termination of Vendorship

1. If the Vendorship ends for any reason:
  1. The Vendor-account is blocked.
  2. The Vendor no longer has the right to use the Content, the Articles and the Fête du Café brands (to the extent that such right already existed).
2. The Vendor cannot claim any compensation from Fête du Café in connection with the termination of the Vendorship, and the Vendor hereby waives any right to any damages.
3. The information/data that Fête du Café has received from the Vendor will remain in the possession of Fête du Café at all times, regardless of whether the Vendor-account is still active or has been terminated.

## Article 17 - Available functionality

1. Fête du Café strives to make as many functionalities of the Platform available and usable for both Fête du Café and all Vendors.
2. The development and functionality of the platform are constantly changing. As a result, existing functionalities can be expanded, the working method can be changed and/or functionality can become less available or no longer available at all.

## Article 18 – Liability

1. The Vendor is fully responsible and liable for the use of the Selling Account.
2. The Vendor fully indemnifies Fête du Café against all damage and costs of any nature resulting from the failure to comply with one or more obligations under these terms and conditions.

3. In its activities under this agreement, the Vendor undertakes to fully comply with all applicable privacy laws and regulations, including the General Data Protection Regulation, and indemnifies Fête du Café against all damages and costs of any kind arising therefrom.
4. Unless there is intent and/or gross negligence on the part of Fête du Café, Fête du Café is in no way liable for damage and costs of any kind incurred by the Vendor in connection with the use of the Platform, the Vendor-account, the Content and/or the Articles, such as - but not limited to - damage and costs resulting from the improper functioning of the Platform, technical malfunctions, incorrect Content information, and so on.
5. If the exclusion of liability as described in Article 18 paragraph 4 of the terms and conditions is declared null and void or annulled in whole or in part by a competent court, the parties agree that Fête du Café will only be liable for the direct demonstrable damage and costs suffered or incurred. (excluding consequential or indirect damage and costs). In that case, liability for direct damage and costs will never amount to more than €500.00 (five hundred euros) per year.

## Article 19 – Internal complaints handling system

1. If the Vendor is not satisfied with the way Fête du Café performs its services, the Vendor can file a complaint free of charge with Fête du Café by sending an email to the email address [support@feteducafe.com](mailto:support@feteducafe.com).
2. Within seven working days of receipt of the complaint as described in paragraph 1, a designated employee of Fête du Café will contact the Vendor, by telephone or in writing, to discuss the complaint and attempt to resolve it.

## Article 20 – Mediation

1. Any Vendor may submit a dispute to an external and independent mediator provided that the Vendor has followed the procedure described in Article 19 of these terms and conditions.

## Article 21 – Miscellaneous

1. The Vendor will never impersonate as an agent or representative of Fête du Café and will not make any commitments on behalf of Fête du Café or incur any obligations for Fête du Café. The Vendor fully indemnifies Fête du Café against any damage and/or costs of any kind resulting from failure to comply with this article.
2. The Vendor is not authorized to transfer (part of) his/her Vendorship to a third party without the prior written consent of Fête du Café.
3. Fête du Café reserves the right at any time to change these terms and conditions, the service levels (appendix 2) and the [Fête du Café - Vendor](#) website. Fête du Café will notify Vendors 15 days prior to the amended terms and conditions coming into effect. During this period, the Vendor can terminate his Vendor-account as a result of the (proposed) changes by sending an email to [business.support@feteducafe.com](mailto:business.support@feteducafe.com). The changes will not be in effect until the aforementioned period has expired. The amended terms and conditions will be published on the Environment. If a Vendor continues to use his Vendor-account after notification of the amended terms and conditions, he thereby accepts the applicability of the amended terms and conditions and/or the [Fête du Café - Vendor](#) website and loses his right to cancel. It is therefore advisable to consult the terms and conditions and the [Fête du Café - Vendor](#) website before using the Vendor-account.
4. The notice period of at least 15 days (see paragraph 3) does not apply if Fête du Café changes the terms and conditions 1. to comply with legal obligations or 2. to address an imminent danger related to fraud, malware, spam, violations of privacy and misuse of personal data, or cybersecurity risks. The amended terms and conditions will then take effect immediately after notification and publication.
5. If any provision of these terms and conditions conflicts with applicable law, such provision will be amended so that it is consistent with applicable law, while retaining the scope of the provision in question to the extent possible.

6. The Vendor agrees that Fête du Café will periodically inform him/her by e-mail about the use and possibilities of the Platform and/or Vendor-account, including but not limited to the operation and any new applications of the Platform and/or Vendor-account (so-called service emails).

## **Article 22 – Applicable law and competent court**

1. The Sales Conditions and the Vendor-account are exclusively governed by Dutch law, and any disputes will be submitted to the competent Dutch court in Leiden.

## Appendix 1: General terms and conditions of sale via Fête du Café

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### Appendix Article 1 - Definitions

In these conditions the following definitions apply:

1. **Additional agreement** : an agreement whereby the Buyer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the Entrepreneur or by a third party on the basis of an agreement between that third party and the Entrepreneur;
2. **Cooling-off period** : the period within which the Buyer can exercise his right of withdrawal;
3. **Fête du Café** : the private company UJDBF, trading under the name Fête du Café, established in Noordwijk, the provider of the Platform;
4. **Day** : calendar day;
5. **Digital content** : data produced and delivered in digital form;
6. **Duration Agreement** : a Distance Agreement that extends to the regular delivery of goods, services and/or digital content during a certain period.
7. **Data carrier** : any tool - including e-mail - that enables the Buyer or Entrepreneur to store information that is personally addressed to him in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Right of withdrawal** : the Buyer's option to cancel the distance contract within the cooling-off period;
9. **Buyer** : the natural or legal person who enters into a Distance Agreement with the Entrepreneur.

10. **Entrepreneur** : the legal entity that offers products, (access to) digital content and/or services remotely to Buyers via the Platform;
11. **Distance agreement** : an agreement concluded between the Entrepreneur and the Buyer in the context of an organized system for distance selling of products, digital content and/or services, in which exclusive or joint use is made of up to and including the conclusion of the agreement. uses one or more techniques for remote communication;
12. **Model withdrawal form** : the European model withdrawal form included in Appendix I of these conditions;
13. **Platform** : the platform of Fête du Café on which the Entrepreneur offers his products to Buyers;
14. **Remote communication technology** : the means that can be used to conclude an agreement, without the Buyer and Entrepreneur having to be in the same room at the same time.

## Article 2 - Identity of the Entrepreneur

[Name of entrepreneur] (statutory name, possibly supplemented with trade name);

[Business address]

[Visiting address, if different from the business address] ;

Telephone number: [and time(s) at which the entrepreneur can be reached by telephone]

[or other electronic means of communication offered to the Buyer with the same functionality as e-mail]

Chamber of Commerce number:

VAT number:

## Article 3 - Applicability

1. These rules apply to everything that the Entrepreneur offers on the Platform and to every agreement that you conclude with the Entrepreneur via the Platform without meeting in person.
2. We will send you a copy of these terms via email so that you can save them on your computer. If that is not possible, we will tell you where to find them online before concluding the agreement. We will also send these terms and conditions to them free of charge upon request.
3. If other terms apply to specific products or services in addition to these terms, the term that is best for you will always apply if there is a conflict.

## Article 4 - The offer

1. If our offer is only valid for a limited time or has special conditions, we will tell you this clearly.
2. In our offer we explain everything very precisely about what we offer, whether it is products, digital content or services. We provide enough information so that you can fully understand what we offer. When we use images, they show what we really offer. If we make a clear mistake in the offer, the Entrepreneur does not have to hold on to it.
3. In every offer we explain very clearly what is expected of you if you accept the offer, so that you know exactly what your rights and obligations are.

## Article 5 - The agreement

1. The agreement be effective as soon as the Buyer accepts the offer and meets the conditions set, unless stated otherwise in paragraph 5.
2. If the Buyer accepts the offer online, we will confirm receipt of the acceptance electronically. As long as you have not received this confirmation, you can cancel the agreement.
3. If the agreement is concluded online, we take appropriate measures to secure the electronic data transfer and ensure a secure web environment when you pay online.
4. The Buyer must pay the purchase price to Fête du Café via one of the payment methods offered by Fête du Café. The payment obligation is only fulfilled if Fête du Café is paid for.
5. Fête du Café will check on behalf of the Entrepreneur - within the legal limits - whether the Buyer can meet his payment obligations. We also look at other relevant facts and factors that are important for entering into the distance contract. If, based on this investigation, the Entrepreneur has good reasons not to enter into the agreement, we can refuse the order or impose special conditions.
6. Upon delivery of the product or digital content to the Buyer, the Entrepreneur will provide the following information, in writing or in a manner that the Buyer can easily store on a durable data carrier:
  - a. The conditions and procedure for exercising the right of withdrawal, or a clear statement that the right of withdrawal does not apply.
  - b. Information about warranties and after-sales service.
  - c. The price, including all taxes, delivery costs (if applicable), and the payment, delivery or execution method of the distance contract.
  - d. The requirements for terminating an agreement if it lasts longer than one year or has an indefinite term.
  - e. If the Buyer has a right of withdrawal, the model withdrawal form will be provided.

## Article 6 - Right of withdrawal

### For products:

1. You can cancel an agreement for the purchase of a product within 30 days without giving any reason. We can ask you why, but you are not obliged to tell us.
2. The cancellation period starts the day after you receive the product, or:
  1. If you have ordered multiple products in the same order, the period starts on the day you receive the last product, unless we have clearly informed you in advance that we can refuse orders with different delivery times.
  2. If a product consists of several shipments or parts, the period starts on the day you receive the last shipment or part.
  3. For agreements for regular delivery of products during a certain period, the period starts on the day on which you receive the first product.

### For services and digital content that are not supplied on a tangible medium:

3. You can cancel a service agreement and an agreement for the supply of digital content that is not delivered on a tangible medium within 30 days without giving any reason. We can ask you why, but you are not obliged to tell us.
4. The cancellation period starts on the day after the conclusion of the agreement.

**Extended cancellation period for products, services and digital content not supplied on a tangible medium if we have not informed you of your cancellation right:**

5. If we have not provided you with the legally required information about the right to cancel or the model cancellation form, the cancellation period will end 12 months after the end of the original cancellation period as determined in the previous sections of this article.
6. If we provide you with the information referred to in the previous paragraph within 12 months of the start of the original cancellation period, the cancellation period will end 30 days after the day you receive that information.

## **Article 7 - Your responsibilities during the cancellation period**

1. During the cancellation period, you must handle the product and packaging with care. You may only unpack and use the product to determine its nature, characteristics and operation, similar to how you would do it in a store.
2. You are solely responsible for any depreciation of the product resulting from improper use beyond what is permitted in paragraph 1.
3. You are not responsible for any reduction in value of the product if the Entrepreneur has not provided you with all legally required information about the right of cancellation before or at the time of concluding the agreement.

## **Article 8 - How you can exercise your cancellation right and the costs**

1. If you wish to exercise your right of cancellation, please notify us within the cancellation period using the model cancellation form or in another clear manner.
2. As soon as possible, but within 14 days of your notification as stated in paragraph 1, you must return the product or return it to us (or our authorized representative), unless we have offered to collect the product ourselves. You have met the deadline if you return the product before the cancellation period has expired.
3. Please return the product with all accessories supplied, if possible in its original condition and packaging, following the reasonable and clear instructions we have provided.
4. You are responsible for correctly and timely exercising your cancellation right, including the burden of proof.
5. You bear the direct costs of returning the product. If we have not indicated that you must bear these costs, or if we indicate that you will bear the costs yourself, you do not have to pay the return shipping costs.
6. If you exercise your right to cancel after we have started providing services, you will owe us an amount proportionate to the part of the service we have provided up to your cancellation compared to the full service.
7. If you exercise your cancellation right, all additional agreements will be automatically canceled.

## **Article 9 - Obligations of the Entrepreneur if you cancel**

1. If you inform us electronically that you wish to cancel, we will immediately send you an acknowledgment of receipt.
2. We, on behalf of the Entrepreneur, will pay all payments you have made, including any delivery costs for the returned product, as soon as possible but no later than 14 days after you have informed us that you wish to cancel. If we have offered to collect the product ourselves, we may withhold the refund until we have received the product or until you have provided evidence that you have returned it, whichever comes first.
3. We will possibly use the same payment method for the refund that you used, unless you agree to a different method. The refund is free of charge for you.
4. If you have chosen a more expensive shipping method than the cheapest standard shipping, we do not have to refund the additional costs for the more expensive method.

## Article 10 - Exceptions to the right of cancellation

The Entrepreneur can exclude the right of cancellation for the following products and services, but only if this is clearly stated in the offer, or in any case before concluding the agreement:

1. Products or services whose price depends on fluctuations in the financial market over which the Entrepreneur has no control and which may occur during the cancellation period;
2. Agreements concluded during a public auction, where products, digital content and/or services are offered by the Entrepreneur and where the successful bidder is obliged to purchase the products, digital content and/or services. This is done under the supervision of an auctioneer, and the buyer is personally present or given the opportunity to be personally present at the auction;
3. Service agreements that have been fully executed after the Buyer has given express consent and declared that he will lose his right of cancellation as soon as the Entrepreneur has fully executed the agreement;
4. Service contracts for accommodation, for a specific date or period of performance, other than for residential purposes, freight transport, car rental services and catering;
5. Agreements relating to leisure activities, for a specific date or period of execution;
6. Custom-made products that are not prefabricated and that are manufactured based on the Buyer's individual choice or decision, or that are clearly intended for a specific person;
7. Perishable products or products with a limited shelf life;
8. Sealed products of which the seal has been broken after delivery for reasons of health protection or hygiene;
9. Products that are irreversibly mixed with other products after delivery;
10. Alcoholic drinks whose price was agreed upon at the conclusion of the agreement, but delivery of which can only take place after 30 days and whose actual value depends on market fluctuations over which the Entrepreneur has no influence;
11. Sealed audio, video recordings and computer software of which the seal has been broken after delivery;
12. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
13. Delivery of digital content other than on a tangible medium, if the performance has begun with the express prior consent of the Buyer and the Buyer has declared that he loses his right of cancellation.

## Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except as a result of changes in VAT rates.
2. Contrary to the previous point, the Entrepreneur may offer products or services whose prices depend on fluctuations in the financial market and over which the Entrepreneur has no control, at variable prices. This dependence on fluctuations and the fact that any prices are target prices are stated in the offer.
3. Price increases within 3 months after concluding the agreement are only permitted if they are the result of legal regulations or regulations.
4. Price increases from 3 months after concluding the agreement are only permitted if the Entrepreneur has stipulated this and if:
  1. they are the result of legal regulations or regulations; or
  2. the Buyer has the right to cancel the agreement from the day on which the price increase takes effect.
5. The prices stated in the offer for products or services include VAT.



## Article 12 - Compliance with the agreement and additional warranty

1. We ensure that the products and/or services comply with what we have promised in the agreement, with the specifications we have stated in the offer, with the normal requirements of quality and use, and with the applicable laws and regulations at the time that the agreement was concluded.
2. If we provide an additional warranty, this will not affect your legal rights and claims under the contract in the event that we have failed to meet our obligations.
3. Additional warranty means that we, our suppliers, manufacturers or importers grant you specific rights or claims that go beyond what is legally required if we have not fulfilled our obligations in the agreement.

## Article 13 - Delivery and execution

1. We make every effort to process orders for products and review service requests with care.
2. The place of delivery is the address you provided to us via our platform.
3. We aim to process accepted orders as quickly as possible, but no later than within 30 days, unless we have agreed on a different delivery period. If there is a delay in delivery or if we are unable to fully fulfill an order, we will let you know no later than 30 days after you place the order. In that case, you have the right to cancel the agreement free of charge and receive any compensation.
4. If you cancel the agreement as stated above, we will ensure that the amount you paid is immediately refunded via Fête du Café.
5. Until delivery to you or to a representative designated by you and notified to us, the risk of damage to and/or loss of products remains with us, unless we have expressly agreed otherwise.

## Article 14 - Duration transactions: duration, cancellation and extension

### Termination:

1. You can at any time terminate an agreement that has been concluded for an indefinite period and relates to the regular delivery of products (including electricity) or services. Take into account the agreed cancellation rules and a notice period of up to one month.
2. If you have an agreement that has been concluded for a certain period and concerns the regular supply of products (including electricity) or services, you can terminate it at the end of that period. This requires compliance with the agreed cancellation rules and a notice period of a maximum of one month. In these cases you have the right to:
  1. Cancel at any time, without limitation to a specific date or period.
  2. Cancel in the same way as you entered into the agreement.
  3. Cancel with the same notice period that the Entrepreneur has agreed for himself.

### Extension:

3. An agreement that has been entered into for a specific period and relates to regular delivery of products or services cannot be tacitly extended or renewed for a specific period.
4. An agreement that has been entered into for a specific period and relates to regular delivery of products or services can only be tacitly extended for an indefinite period if you can cancel at any time with a notice period of up to one month.

### Duration:

5. If an agreement lasts longer than one year, you can terminate it at any time after one year with a notice period of up to one month, unless reasonableness and fairness prohibit termination before the end of the agreed duration.

## Article 15 - Payment

1. Unless otherwise stated in the agreement or additional terms and conditions, you must pay the amounts due within 14 days after the start of the cooling-off period, or if there is no cooling-off period, within 14 days after concluding the agreement. If it concerns a service agreement, this period starts on the day after receipt of confirmation of the agreement.
2. If advance payment has been agreed, you are not entitled to execution of the order or service(s) until the agreed advance payment has been paid.
3. You must immediately inform Fête du Café of any errors in the payment details provided.
4. If you do not meet your payment obligations on time, you must pay the statutory interest on the outstanding amount after a reminder from Fête du Café and an additional period of 14 days to pay. Fête du Café may also charge extrajudicial collection costs, with a maximum of 15% on the first € 2,500.00, 10% on the next € 2,500.00 and 5% on the next € 5,000.00, with a minimum of € 40.00. Fête du Café may decide to deviate from these amounts to your advantage.

## Article 16 - Complaints procedure

1. Fête du Café has a clear procedure for complaints and will handle complaints according to this procedure.
2. If you have any problems with how the agreement is being performed, you must submit the complaints to Fête du Café as soon as possible - in any case within 7 days - after noticing the problems. Describe the complaints as clearly as possible.
3. Fête du Café will respond to complaints submitted to them within 14 days. If a complaint takes more time to process, Fête du Café will send an acknowledgment of receipt within 14 days of receiving the complaint and let you know when you can expect a more detailed response.

## Article 17 - Disputes

1. If a conflict arises between Fête du Café and you regarding the agreement to which these General terms and conditions apply, only Dutch law applies.

## Article 18 - Additional or deviating provisions

If there are additional conditions or if there are conditions that are different from what is stated in these General terms and conditions and this is not to your disadvantage, these must be recorded in writing. They should also be written down so that you can easily save them for reference.

## Appendix 1 - Model withdrawal form

### Model withdrawal form

Complete this form if you want to cancel the agreement and return a Product.

Please refer to your account on the website for the correct Vendor name and order information.

Consult your account on the website for the correct return address and return information.

At: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we\* hereby inform you that I/we\* revoke/revoke\* our agreement regarding

the sale of the following products: \_\_\_\_\_

the provision of the following digital content: \_\_\_\_\_

the provision of the following service: \_\_\_\_\_

Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

\* Delete what is not applicable or fill in what is applicable.

## Appendix 2 - Service levels for salespeople

Vendor will comply with the following service levels, which determine the level of Vendor's service to the customer:

- Answer customer questions within 24 hours\*;
- Uploading the invoice into the customer account within 24 hours\* at the Customer's request;
- Be available by telephone on working days (Monday to Friday) between 9:00 AM and 5:00 PM;
- Process customer cancellation requests within 24 hours;
- Process and deliver orders within promised delivery time;
- Process returned Products received within 24 hours.

\*Saturdays, Sundays and public holidays do not count.

Business Vendor is committed to achieving maximum customer satisfaction. This is reflected in the following standards:

Delivered on time	≥ 98% of total shipments	For all ordered Products that we can measure for delivery time, we check whether the first delivery attempt falls within the delivery promise indicated by the Vendor.
Cancellations	≤ 2% of the number of Products ordered	This percentage is calculated based on cancellations by the Vendor, cancellations by Customers after the promised delivery date and automatic cancellations due to orders that have expired because the Vendor has not confirmed them in time.
Customer questions	≤ 5% of the number of Products ordered	
Answering customer questions	≥ 90% of customer queries within 8 business hours	This percentage is calculated on the basis of all customer questions that the Vendor receives by e-mail and in the Vendor-account from the Customer or forwarded from the Fête du Café customer service. Customer questions must also be answered within this period if Fête du Café has temporarily blocked the Vendor's Vendor-account.
Returns	≤ 5% of total number of ordered Products	
Pick up the phone	≥ 90% of call attempts answer the phone	On working days (Monday to Friday) between 9:00 AM and 5:00 PM.
General Review Rating	At least an 8 or higher	
Track & Trace number	100% of total number of parcel shipments	

The service standard is determined over a period of one week, with the exception of the review score. The current overall score shown on the website applies to this.