

## Terms & Conditions

General Terms and Conditions of Safari Coffee – Ouwazi Trading for the Sale of Goods at [www.safaricoffee.nl](http://www.safaricoffee.nl)

### § 1 Applicability, Definition of Terms

At the website [www.safaricoffee.nl](http://www.safaricoffee.nl) we, Safari Coffee – Ouwazi Trading, Overwegwachter 4, 3034 KG Rotterdam (hereinafter, “we” or “Safari Coffee”), operate an online shop for exclusive coffee and coffee accessories. The following General Terms and Conditions of Business apply to all services between us and our customer (hereinafter: “Customer” or “you”) in the version valid at the time of the order, insofar as nothing else was expressly agreed.

“Consumer” within the meaning of these Terms and Conditions of Business is any natural person who concludes a legal transaction that may not be predominantly attributed to his or her commercial activity or his or her self-employed activity.

### § 2 Entry into Force of the Contract; Retention of the Contractual Text

Once you have found the product you want, click on the product presentation in order to put the product in the shopping cart. Click on the shopping cart to view the products that you have selected. Click on “Proceed to checkout” if you want to purchase such products. At that point, you may enter the requested data, such as name, address and payment method. Under the “Confirm” menu option, you can check everything once again. If everything is in order and you would like to purchase the products, click “Purchase”. In doing so, you make an offer to us to conclude a purchase contract for the selected products. We can accept your offer within 2 business days with an order confirmation by e-mail. The purchase contract is concluded with our acceptance. Any confirmation of the receipt of your order does not constitute an acceptance.

In the event of the conclusion of a contract, the contract comes into force with Safari Coffee-Ouwazi Trading, Overwegwachter 4, 3034 KG Rotterdam.

#### § 2.1. Retention of the contractual text:

We will send you the ordering data and our General Terms and Conditions of Business by e-mail, so that you can retain them. We will retain this e-mail. No further retention of the contractual text will take place.

4. Entry errors can be corrected using the customary keyboard, mouse and browser functions (for example, the back button of your browser). You may also make a correction by prematurely canceling the ordering process, closing the browser window and repeating the process.

#### § 2.2 Subject Matter of the Contract

The subject matter of the contract is the purchase of products, particularly coffee and accessories for coffee preparation.

### § 3 Payment, Shipping Costs and Delivery

Prices for products are available on the website prior to conclusion of a contract and include all price components. The purchase price is payable prior to delivery of the product (advance payment). Upon the receipt of payment, we start with the production and shipping of the product. PayPal is available as a payment method. In addition to the prices that are shown, we charge shipping costs for the delivery of products; these will be clearly communicated to you on the product pages, in the shopping cart system and on the ordering page. Unless otherwise clearly stated in the product description, all products that are offered are ready for shipment within 1 business days (delivery time: 1-3 days).

### § 4 Data Protection

We collect, save and use personal data of the Customer for the purposes of the implementation of the respective contract. Each Customer may, by means of an informal notice, demand disclosure regarding the personal data stored regarding his or her identity and may object to the use of his or her personal data with effect for the future. For this purpose, an e-mail to [info@safaricoffee.nl](mailto:info@safaricoffee.nl) or an informal letter to Safari Coffee – Ouwazi Trading, Overwegwachter 4, 3034 KG Rotterdam is sufficient. Our data protection policy ([link](#)) applies, without any limitation, to the collection, saving and use of personal data.

### § 5 Right of Revocation for Consumers

Consumers have the following right of revocation:

You have the right to revoke this contract within 14 days without reason.

The revocation period is fourteen days from the date on which you or a third party that you have specified (which is not the carrier) has taken possession or will take possession of the goods.

To exercise your right of revocation, you must inform us – (Safari Coffee – Ouwazi Trading, Overwegwachter 4, 3034 KG Rotterdam [order@safaricoffee.nl](mailto:order@safaricoffee.nl)) of your decision to withdraw from this contract by means of a clear declaration (such as a letter sent by mail or e-mail). For compliance with the revocation period, it is sufficient if you send the notice regarding the exercise of the right of revocation prior to the expiration of the revocation period.

Consequences of revocation

If you revoke this contract, we must repay to you all payments that we have received from you, including the delivery charges (with the exception of the additional costs that arose from the fact that you had selected a manner of delivery different from the most favorable standard delivery that we offer), immediately and no later than fourteen days from the date on which we have received the notice regarding your revocation of this contract. For this repayment, we shall use the same means of payment that you used in the original transaction, unless a different agreement was expressly made with you; in no event will you be charged fees for this repayment. We may refuse to make this repayment until we have received the goods back, or until you have furnished proof that you have sent back the goods, depending on which occurs first in time. You must send back or deliver to us the goods immediately, in any event no later than

fourteen days from the date on which you notified us of your revocation of this contract. The time period is met if you send the goods prior to the expiration of the period of fourteen days. You shall bear the direct costs of the return of the goods. You shall be responsible for any diminished value of the goods only if this diminished value is to be attributed to your handling of the goods that is not necessary for the examination of the condition, characteristics and functioning of the goods.

#### § 5.1 Model revocation form

(If you want to revoke the contract, please fill out this form and send it back to us.)

- I /we (\*) hereby revoke the contract that I / we have concluded regarding the sale of the following goods (\*) / the furnishing of the following service (\*)
- Ordered on (\*) / received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for a notification in paper form)
- Date

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(\*)Strike if not applicable.

#### § 6 Liability

Subject to the following exceptions, our liability for material contractual obligations and liability arising from tortious acts is limited to intentional acts or gross negligence. For slight negligence, we are liable, without any limitation, in the event of an injury to life, body or health or a violation of material contractual obligation. If we are in delay with our performance due to slight negligence, if our performance has become impossible or if we have violated a material contractual obligation, for the property damages and financial losses attributable to this, our liability is limited to foreseeable damages that are typical for contracts. A contractual obligation is any such obligation, the fulfillment of which is a prerequisite for enabling the proper fulfillment of the contract in the first place, the violation of which endangers the achievement of the contractual purpose and the adherence to which you may regularly rely. This particularly includes our obligation to act and fulfill the contractually owed service described in § 2.2.

#### § 7 Contractual Language

English is available as the contractual language.

#### § 8 Warranty / Customer Service

1. The warranty is governed by the statutory provisions.
2. For questions, complaints and objections, e-mail to [info@safaricoffee.nl](mailto:info@safaricoffee.nl)