

Terms and Conditions www.kahvia.fi - Purchase (Consumer)

Please read this carefully. By using or submitting an order (and any subsequent orders) on this website you are agreeing to the terms that appear below.

1 PURCHASE CONTRACT

1.1 This web site is operated by www.kahvia.fi ("we", "us" or "our"). By using the www.kahvia.fi website you are bound by these terms and conditions. All use and purchases made on this web site are governed by these Terms and Conditions at any time. The Terms and Conditions governing any given use or purchase will be those in effect at the date of your order or specific use. Accordingly, you should check prior to each use or order to ensure that you understand the precise terms and conditions applicable to your site visit or purchase.

1.2 We sell goods only to end-users. To shop with www.kahvia.fi you must be eighteen years of age or over.

1.3 We will confirm acceptance of your order by sending an e-mail to the e-mail address you have provided to us. At the point of acceptance the purchase contract is made and we will supply the goods in accordance with your order and these Terms and Conditions. The contract will be deemed to be entered into in Schiedam, NL under Dutch law.

1.4 Any orders placed through www.kahvia.fi may be amended or cancelled by the customer at no charge, provided that this is done within 24 clock hours after the order confirmation email was sent. Any orders that have not been cancelled by this cut-off time are binding. Any amendment to or cancellation of an order should be done by replying to the confirmation email.

2 PRICE AND DELIVERY CHARGES

2.1 The price of the goods will be as quoted on the web site at the time you place your order, subject only to any inadvertent technical error for which we will not be liable. If you subsequently amend your order to add items, the prices charged for new products which were not in your original order will be the prices quoted at the time you confirm your amended order. Where a substitute item is offered in place of an item ordered, the price charged for that substitute item (if accepted) will be the price applicable at the time the item is substituted. Please note that as promotions are offered for a limited period of time subsequent amendments to your order may mean that certain promotions are no longer being offered.

2.2 The prices stated on the website will be inclusive of any VAT payable.

2.3 Each order you make may include a charge for delivery. If your delivery is subject to a delivery charge, it will be shown to you as a separate item in the shopping cart and on your invoice. Any delivery charge added to your order will be dependent upon, amongst other things, the value of your order, and the country of delivery.

2.4 There is a minimum order requirement of € 25 (including delivery charges) for every order placed.

3 METHODS OF PAYMENT

3.1 www.kahvia.fi requires payment to be made within 14 days after receiving the invoice. We ship the ordered articles only after reception of the full payment. Non-payment does not constitute a cancellation of the order.

3.2 You agree to compensate us in full all reasonable expenses incurred by us in obtaining payments from you in the event of a late payment. This will include an administration charge of €20. In case of late payment we may at any time ask a debt collection agency to collect payment from you.

4 DELIVERY

4.1 We deliver only in countries which can be selected on the delivery address page on our website.

4.2 Products are subject to availability and prevailing market conditions. We may limit the quantities of goods (particularly goods on special offer) supplied to any one customer if in our opinion the quantity ordered jeopardizes availability for other customers. In the event of non-availability of any goods you order, we may ask for your permission to offer a reasonable substitute, which may affect the price you pay. You may reject any substitute item and we will refund the amount you have been charged for that substitute.

4.3 We take special care to endeavor that deliveries are made swiftly and accordingly, it is your responsibility to ensure that an appropriate person is available at the delivery address during the delivery slot. We may ask that an appropriate person signs for the goods on delivery.

4.5 Please note adverse weather conditions or other events outside of our reasonable control may result in the occasional late or cancelled delivery. If that is the case we will endeavor to contact you as soon as we are able to in order to reschedule your delivery time and date. In any event, subject to clause 7.1 below, our liability to you will be limited to the price of goods not delivered and the cost of delivery.

4.6 Should you fail to be present for the delivery at the delivery address, you will be bound by the methods of the courier used for retrying to deliver. This may mean a second try to deliver the package at your delivery address, or delivery of the package to an alternative address nearby, or you may be required to pick up the package from a central location. Neglect in receiving your package is not a reason for compensation or reimbursement.

5 DEFECTIVE GOODS

5.1 We guarantee the quality of our goods. You must inspect the goods and notify us promptly by email of any dissatisfaction with your order. We will replace any goods that do not meet your reasonable satisfaction, provided that you notify us within 7 days of delivery of the goods. We will arrange with you for the goods to be returned to us.

5.2 Subject to clause 6.1 below, we will not accept any further claims for loss from or in connection with the supply of faulty goods, whether direct, indirect, consequential or otherwise, howsoever arising.

5.3 You may return to us, and you qualify for a full refund for any articles for which the use-by date has expired at the date of delivery.

6 WARRANTY AND LIABILITY

6.1 In addition to paragraph 4.4, we will not be deemed to be in breach of contract or of these Terms and Conditions as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, road traffic problems.

6.2 Other than as set out in clause 6.1, our maximum liability arising out of any order for the supply of goods to you under this contract will be limited to the retail price of the goods contained in that order.

7 PRIVACY

7.1 We respect your privacy. Personal information that you give us is held with care and security. We do not sell, rent or transfer this information to third parties.

7.2 For the purpose of fulfilling your orders and providing our services to you, we store the following information provided by you: Your full name, your full address, your email address, your telephone number, and your order history.

8 CUSTOMER COMPLAINTS

8.1 Any Customer complaints should be addressed to www.kahvia.fi by email. You will find an e-mail link or address listed on our website in the "Contact" section.

9 SPECIAL OFFERS PROMOTIONS AND COMPETITIONS

9.1 From time to time, and in our complete discretion, purchases of goods may be subject to special offers. In the event that such a special offer applies to your purchase, the terms of such special offer shall be subject to these Terms and Conditions. If there is any conflict between the terms of a special offer and these Terms and Conditions, these Terms and Conditions shall prevail unless specifically excluded.

9.2 We may change the terms of special offers, or withdraw them altogether, at any time and without prior notice.

9.3 We reserve the right to offer in our complete discretion different customers different special offers, and/or promotions.

10 GENERAL

10.1 If any of these Terms and Conditions is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

10.2 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us. You are permitted to use the material data and content only for your personal use in placing orders through www.kahvia.fi and you may not otherwise copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative works of any data and content on the www.kahvia.fi website without our prior written permission.

10.3 These Terms and Conditions will be governed by Dutch law and parties submit to the exclusive jurisdiction of the Dutch courts in relation to any dispute which may arise.

10.4 www.kahvia.fi is a trading name of Poolster Beheer BV. The registered company address for Poolster Beheer BV is Dirk Gerhardtstraat 34, 3119 BT Schiedam, Netherlands. Registered in the Netherlands. Company registration number: 24289421.