

General Terms and Conditions

Lula Cafe

Bouwmeestershoeve 107

7326 RN Apeldoorn

The Netherlands

Chamber of Commerce (KvK) Number: 89729528

1. Applicability

1.1 These general terms and conditions apply to all offers, quotations, sales, and deliveries of goods and/or services by Lula Cafe, to both business customers and consumers, unless otherwise agreed in writing.

1.2 For consumers, these terms comply with Dutch consumer law. In case of any conflict between provisions, the consumer clauses take precedence in consumer transactions.

2. Quotations, Prices, and Formation of Agreement

2.1 All quotations are non-binding and valid for 14 days, unless stated otherwise.

2.2 Prices are inclusive of VAT for consumers and exclusive of VAT for business customers, unless otherwise specified.

2.3 An agreement is established when the customer confirms a quotation in writing or electronically, or places an order via the webshop.

3. Right of Withdrawal (Consumers Only)

3.1 Consumers have the right to cancel an order within 14 days of receipt without giving any reason (right of withdrawal).

3.2 Exceptions to the right of withdrawal include products that:

- Perish quickly or have a limited shelf life (such as opened packages of coffee beans).
- Cannot be returned for hygiene reasons once the seal has been broken.

3.3 In the event of a valid withdrawal, Lula Cafe will refund the full purchase amount (including standard shipping costs) within 14 days after receiving the returned goods.

4. Delivery and Transfer of Risk

4.1 Delivery takes place at the agreed delivery address or via shipment to the provided address.

4.2 Delivery times are indicative. If delivery is delayed by more than 30 days, the consumer has the right to cancel the agreement at no cost.

4.3 The risk of loss or damage transfers to the customer upon delivery to the consumer or a designated third party.

5. Payment

5.1 Payment must be made within 14 days of the invoice date (for business customers) or immediately upon ordering (for consumers via the webshop).

5.2 In case of late payment, statutory interest applies. Collection costs are charged to the customer in accordance with legal regulations.

6. Complaints and Warranty

6.1 Complaints regarding visible defects must be reported within 5 days of delivery.

6.2 Consumers are entitled to the statutory warranty: the product must meet the reasonable expectations of the customer.

6.3 In case of a valid complaint, Lula Cafe will arrange for replacement, repair, or a refund.

7. Retention of Title

7.1 Delivered goods remain the property of Lula Cafe until full payment has been received.

7.2 Until full ownership is transferred, the customer may not sell, pledge, or encumber the goods without written permission.

8. Force Majeure

8.1 Lula Cafe is not liable for any damage resulting from force majeure (e.g., natural disasters, strikes, pandemics, political unrest). In such cases, delivery obligations may be suspended or adjusted in consultation with the customer.

9. Applicable Law and Disputes

9.1 All transactions are governed by Dutch law.

9.2 Disputes involving consumers may be submitted to the competent court or a

recognized dispute resolution committee.

9.3 Business-related disputes will preferably be resolved through mutual consultation, and if necessary, submitted to the District Court of Gelderland, location Apeldoorn.