

GENERAL TERMS AND CONDITIONS

General Terms and Conditions Goldstück V.O.F.

1. scope of application

1.1 For all deliveries and services of Goldstück V.O.F., with the exception of the courses, the following General Terms and Conditions shall apply exclusively. The General Terms and Conditions – Courses. shall apply to the courses.

1.2 Goldstück V.O.F. does not recognize the buyer's general terms and conditions unless it has expressly agreed to their validity. This shall also apply if Goldstück V.O.F. performs the services without reservation in the knowledge of conflicting or deviating terms and conditions of the buyer. In business dealings, the General Terms and Conditions of Business shall also apply to future business relations with the purchaser without the need for express reference to them in each case.

2 Conclusion of contract and payment

With the order of the goods by the buyer, the contract is concluded on the basis of the current prices of Goldstück V.O.F. at the time of the order.

2.1 Cakes and custom-made products

After receipt of the order confirmation, a deposit of 50% of the invoice amount is due. The remainder is due 14 days before the date. If payment is not made on time and the buyer cannot be reached in person, by telephone or by e-mail, the order will not be executed.

Orders can be placed in person, e-mail or post.

Surcharges will be levied for orders placed at shorter notice, depending on the size of the cake and the availability of the product components.

2.2 Orders in the shop

A deposit is generally due for orders. This will be determined by Goldstück V.O.F. when the order is placed. The invoice amount is to be paid without deductions. In the case of payment after invoicing, payment shall be made immediately upon receipt of the invoice. If the buyer does not meet his payment obligation in due time, Goldstück V.O.F. reserves the right to hand over the claim to a collection agency for collection after the 2nd reminder.

Goldstück V.O.F. is entitled to charge any reminder and collection costs.

3 Cancellation

In case of cancellation of the order with less than 7 days before the delivery date, the customer is obliged to pay.

If the order is cancelled with less than 14 days before the delivery date, 35% cancellation fee will be charged.

4. prices

The prices according to the prices of Goldstück V.O.F. valid at the time of the order and the agreed total price shall apply. The calculation is made in euros, in each case including the statutory value added tax and the packaging costs, plus delivery costs in the case of delivery.

5. reservation of right to change

Should raw materials necessary for the manufacture of the ordered goods exceptionally not be available for production, we reserve the right to deliver equivalent goods from our range and thus to change our performance insignificantly.

6. delivery

In the event of delivery of the goods by Goldstück V.O.F., delivery costs shall be incurred. These depend on the transport route and will be notified to the buyer in writing when the order is processed. Delivery shall be made on the agreed date. Goldstück V.O.F. must be notified in writing of any changes to the delivery date. The purchaser shall inform Goldstück V.O.F. in writing of the delivery address. This must be complete and include a contact person (recipient) on site. The buyer/customer is liable for errors in the delivery address, missing contact persons or if the recipient is not known at the address given.

Deliveries of cakes to high-rise office buildings will be delivered to the reception/doorman on the ground floor. Extra requests must be agreed.

6.1 Delivery dates

Possible delivery dates are Wednesday to Saturday from 10.00 to 17.00. Deliveries outside these times as well as on Sundays and public holidays will be charged with surcharges.

7. place of delivery

The delivery location must be freely accessible, i.e. directly accessible with the delivery vehicle.

8 Acceptance

The buyer shall accept the goods upon delivery by Goldstück V.O.F.. The buyer must inspect the goods with reasonable thoroughness. Recognizable defects and complaints can only be asserted immediately after acceptance or delivery and must be noted on the delivery note. If the goods cannot be handed over at the specified delivery address for reasons for which Goldstück GmbH is not responsible or if the buyer or recipient refuses to accept the goods, Goldstück GmbH is entitled to charge the buyer the full purchase price. The costs of return transport and other costs arising from non-acceptance shall be borne by the buyer. This shall also apply in case of collection of the goods by the buyer.

The buyer shall only be entitled to a right of revocation or return if the order does not involve quickly perishable goods.

9 Transfer of risk upon delivery

In commercial transactions, the risk of accidental deterioration, diminution in value, damage and loss of the goods shall pass to the buyer upon delivery of the goods to the

agreed recipient or buyer at the stated delivery address. The buyer is responsible for the proper storage of the goods after delivery. The goods should be stored in a cool, dry and odorless place.

10. rental

If cake stands, etageres or other means are lent for the order, a deposit fee will be charged. The return period for the items on loan is 5 working days, stating the order number. In the event of late or defective return, a fee in the amount of the replacement price will be charged and offset against the deposit fee paid. In the event of proper and defect-free return of the loaned goods, the deposit fee shall be refunded to the buyer without delay.

11 Transport damage – defects

The goods shall be inspected by the buyer upon delivery and handover by Goldstück V.O.F.. Visible transport damage, defects of the goods are to be reported to V.O.F. immediately and must be noted in writing on the delivery note. Goldstück V.O.F. shall not be liable for damage caused by force majeure or accidents not caused by the buyer.

12 Offsetting – Assignment

The buyer may only set off counterclaims against claims of Goldstück V.O.F. if such counterclaims are undisputed or legally established.

The assignment of claims against Goldstück V.O.F. is only possible with its prior written consent.

13 Applicable law – place of jurisdiction

The contractual relations between Goldstück V.O.F. and the buyer are subject exclusively to the law of the Netherlands.

If the buyer is an entrepreneur, the place of jurisdiction shall be Maastricht or, at the buyer's option, a general place of jurisdiction.

14 Data protection

Data shall be stored and processed by Goldstück V.O.F. in compliance with the GDPR (EU General Data Protection Regulation). Personal data will only be collected for specified, clear and lawful purposes and will not be kept longer than necessary. The purchaser has a right to information as well as a right to correction, blocking and deletion of his stored data. Goldstück V.O.F. does not pass on personal data to third parties. Excluded from this are service partners who require the transmission of data for order processing or collection. In these cases, however, the scope of the transmitted data is limited to the necessary minimum.

15 Right of withdrawal

The buyer has no right of revocation or return as the goods can spoil quickly.