

Opmaak:

# Terms & conditions

## Business information

Coffeerush BV  
Dageraadplaats 13, bus 2  
2018 Antwerpen (Belgium)

Email: [info@rushrush.be](mailto:info@rushrush.be)  
VAT BE 0749.844.840

## Article 1: General provisions

The website of Coffeerush BV., a legal entity under Belgian law with its registered office at Dageraadplaats13, bus 2, 2018 Antwerp (Belgium), VAT BE0749.844.840, (hereinafter “rush rush coffee”) provides its customers with the option of buying products from its webshop.

These General Terms and Conditions (“Terms”) are applicable to all orders placed by a visitor (“Customer”) via this webshop. When placing an order via the webshop of Coffeerush BV., Customer must explicitly accept these Terms, whereby Customer agrees to the applicability of these Terms with the exclusion of all other conditions. Additional Customer conditions are excluded, except when explicit accepted beforehand in writing by Rush Rush Coffee.

## Article 2: Price

All prices listed for the products are expressed in EURO, always include VAT and all other required duties or taxes that the Customer must bear.

Any shipping, reservation or administration fees that are charged are specified separately.

The specified price refers solely to the products as set out in writing. The accompanying photos are intended as decorative and may contain elements that are not included in the price.

### Article 3: Availability

Despite the fact that the online catalogue and website are assembled with the utmost care, it is still possible that information may be incomplete, contains material errors, or is not up to date. Obvious mistakes or errors in the product selection are not binding for Rush Rush Coffee.

With respect to the accuracy and completeness of the provided information, rush rush coffee is solely bound to obligation of means. rush rush coffee is in no way liable in event of obvious material or printing errors.

If the Customer has specific questions about for instance sizes, colour, availability, delivery terms or method, the Customer may contact Wide Rush Rush coffee in advance.

The product selection is valid while stocks last and may at any time be changed or withdrawn by Rush Rush Coffee. Rush rush Coffee cannot be held liable for the non-availability of a product. If an offer is for a limited duration or subject to conditions, this will be explicitly stated in the offer.

### Article 4: Online purchases

The online ordering process consists of the following steps:

- the Customer selects and adds the desired products to a shopping basket
- the Customer completes the order form (contact details and delivery address)
- the Customer selects a payment method
- the Customer explicitly accepts the Terms
- the Customer confirms the order
- the Customer completes the payment
- the Customer receives an order confirmation by email

The Customer may choose between the following payment methods:

- by online banking (KBC, ING, Fortis, Deutsche bank, Beobank, Argenta...)
- by credit card
- by PayPal

Rush Rush Coffee is entitled to refuse an order pursuant to a serious breach on the part of the Customer with respect to their orders.

#### **Article 5: Delivery and execution of the agreement**

Orders shall be delivered to the address indicated in the order form within 5 to 7 working days of receipt of the order by Rush Rush Coffee.

Rush Rush Coffee currently only ships within Europe and the UK. If your country is not listed as a shipping country during checkout, please contact us at [info@rushrush.be](mailto:info@rushrush.be).

The delivery of orders is performed by Bpost, DPD, DHL, UPS or PostNL.

A standard shipping fee in Belgium is 5,5 EURO. For orders in Germany, Netherlands and Luxembourg the shipping fee is 8 EURO. for Austria, Denmark, France, Monaco, United Kingdom the shipping fee is 12 EURO. For Czech Republic, Estonia, Hungary, Ireland, Italy, Latvia, Lithuania, Poland, Slovakia, Slovenia, Sweden the shipping fee is 18 EURO. For Bulgaria, Croatia, Finland, Greece, Portugal, Spain, Switzerland the shipping fee is 25 EURO. for Bosnia Herzegovina, Norway, Romania the shipping fee is 33 EURO. For Iceland, Liechtenstein the shipping fee is 38 EURO.

Any visible damage to and/or qualitative deficiencies of an article or other deficiency in the delivery must be reported immediately by the Customer to Rush Rush Coffee.

The risk due to loss or damage is transferred to the Customer at the time the goods have been physically received by the Customer (or a third party indicated by the Customer that is not the carrier).

#### **Article 6: Retention of title**

Delivered products remain the exclusive property of Rush Rush Coffee until the moment the Customer pays for the goods in full.

If necessary, the Customer undertakes to inform third parties of the retention of title belonging to Rush Rush Coffee, e.g. to anyone who would attempt to seize products that are not fully paid for.

## Article 7: Right of withdrawal

The provisions of this article apply solely to Customers in their capacity as consumers purchasing products online from Rush Rush Coffee.

To exercise the right of withdrawal, the Customer must notify Rush Rush Coffee via email to [info@rushrush.be](mailto:info@rushrush.be) or letter to Dageraadplaats 13 bus 2, 2018 Antwerp. in an unambiguous statement. To comply with the withdrawal period, the Customer must send a notification of their decision to exercise the right of withdrawal before the withdrawal period has expired.

In any event, the Customer has no later than 14 calendar days from the day that they notify Rush Rush Coffee of their decision to withdraw from the agreement to send back the products to Rush Rush Coffee at Dageraadplaats 13 bus 2, 2018 Antwerp. The Customer may also hand over the products in the physical store located at the same address during opening hours.

The customer is on time if they have sent back or handed over the products before the period of 14 calendar days has expired.

The direct costs for returning the products shall be borne by the Customer.

If the returned product is reduced in value in any way, Rush Rush Coffee is entitled to hold the Customer liable and demand compensation for each depreciation in value of the products that are due to the Customer's use of the products that goes beyond what is necessary in order to determine the nature, characteristics and operation of the products.

Only products that are returned in the original packaging, along with all accessories, instructions and invoice or sales receipt can be returned.

If the Customer withdraws from the agreement, Rush Rush Coffee shall repay all payments received from the Customer up until that time as soon as all the products have been sent back or handed over, or until the Customer has demonstrated that he has sent back the goods, whichever is earliest.

Rush Rush Coffee shall repay the Customer using the same means of payment as the Customer used in the initial transaction, unless the Customer explicitly agreed otherwise. In any case, the Customer will not be charged any costs in connection with such repayment.

The provisions of this article apply solely to online purchases of coffee accessories (such as coffee machines, utensils and filters) and merchandising (such as t-shirts and cups) but not to online purchases of coffee as such because of the limited shelf life of coffee.

The Customer has the right to withdraw from this agreement within a period of 14 calendar days without giving reasons.

The right of withdrawal period will expire 14 calendar days after the date when the products were physically received by the Customer or a third party indicated by the Customer that is not the carrier.

## **Article 8: Guarantee**

The consumer has certain legal rights under the Act of 21 September 2004 concerning protection of consumers when purchasing consumer goods. This statutory guarantee applies from the date of delivery to the first owner. These rights remain in force irrespective of any commercial guarantee.

To make a claim under the guarantee, the Customer must provide some proof of purchase. Customers are advised to retain the original packaging used for the products.

For products purchased via the webshop, the Customer must contact Rush Rush Coffee via email to [info@rushrush.be](mailto:info@rushrush.be) or letter to Dageraadplaats 13 bus 2, 2018 Antwerp and return the product at their own expense to Rush Rush coffee, Dageraadplaats 13 bus 2, 2018 Antwerp.

Upon detection of a deficiency, the Customer must inform Rush Rush Coffee as soon as possible. In any case, any deficiency must be reported by the Customer within two months of detection. Hereafter, all rights to repair or replacement are voided.

The guarantee is never applicable when there are deficiencies that arise as a result of accidents, neglect, falls, use of the product inconsistent with the purpose for which it was designed, failure to follow the operating instructions or manual, modifications or alterations to the product, rough usage, poor maintenance, or any other abnormal or incorrect use. Deficiencies that manifest after a period of six months from date of purchase, or where applicable upon delivery, shall be deemed to not be hidden deficiencies, subject to contrary evidence provided by the Customer.

#### Article 9: Customer service

Rush Rush Coffee can be reached via email to [info@rushrush.be](mailto:info@rushrush.be) or letter to Dageraadplaats 13 bus 2, 2018 Antwerp. Any complaints can be made through the aforementioned contact methods.

#### Article 10: Penalties for non-payment

Without prejudice to the exercise of any other rights that Rush Rush Coffee is entitled to, the Customer owes interest at a rate of 10% per year on the non-paid amount in the case of non or late payment starting on the date of the breach of contract and without notice. Furthermore, the Customer shall owe a flat-rate compensation and without notice 10% of the pertinent amount, with a minimum of 25 euro per invoice.

Without prejudice to the foregoing, Rush Rush Coffee is entitled to take back the unpaid or incompletely paid for products.

#### Article 13: Invalidation – non-relinquishment

If any provision of these Terms is declared invalid, illegal or void, it shall in no way affect the validity, legality and applicability of the other provisions.

Failure at any time by Rush Rush Coffee to enforce any of the rights set out in these Terms, or to exercise any equivalent right, shall never be deemed as a waiver of such provisions and will never invalidate these rights.

#### Article 14: Amendments to the Terms

These Terms may be supplemented by other terms and conditions when explicitly referred to, and the general sales terms and conditions of Rush Rush Coffee. In case of inconsistencies, the present Terms take precedence.

#### Article 15: Proof

The Customer accepts that electronic communications and backups shall serve as furnishing of proof.

#### Article 16: Applicable law – jurisdiction

Belgian law is applicable. Unless the Customer is a consumer, only the courts of the Antwerp district have jurisdiction in the case of any disputes.