



Terms and Conditions

Barista Studio Schiedam (hereinafter: Contractor), located at Willem Brouwerstraat 2, (3114NW) Schiedam, registered with the Chamber of Commerce under number 24385524.

A. General

Article 1. Scope

1. These general terms and conditions (hereinafter also: conditions) apply to all agreements, work performed by, legal relationships with, and orders given to the Contractor.
2. The general terms and conditions consist of Part A. General, which is always applicable, Part B. applicable when training is agreed upon, Part C. applicable to quality controls, and Part D. applicable when the Contractor provides services in the field of Q-grader evaluations.
3. The Contractor has the right to amend the general terms and conditions. The Contractor will notify the Client of a change at least 30 days in advance. A change is deemed accepted by the Client and takes effect on the date specified by the Contractor, unless the Client informs the Contractor in writing within 30 days after the notification that they do not accept the change. In that case, the Contractor has the right to terminate the agreement with a notice period of 30 days.
4. The applicability of the Client's general (purchasing) conditions is expressly rejected.
5. The agreement between the Contractor and the Client is established through written confirmation (including by email) by the Contractor. Deviations from the provisions in these general terms and conditions are only valid if confirmed in writing by the Contractor.

Article 2. Duration and Termination

1. Agreements are entered into for the agreed duration, in the absence of which a duration of one (1) year applies. The Contractor and the Client each have the right to terminate the agreement by written notice with a notice period of one (1) month.

Article 3. Prices and Payment

1. All agreed or specified prices by the Contractor are in Euros and exclusive of VAT.
2. Unless expressly agreed otherwise, price indications, estimates, budgets, and/or precalculations are indicative only, and no rights can be derived from them.
3. Work is generally invoiced monthly in arrears. The payment term for invoice amounts is 30 days, unless otherwise agreed or indicated. Offset or suspension by the Client is always excluded. In certain cases, an advance payment may be requested for work to be performed and/or external costs to be incurred.

Article 4. Execution of the Assignment

1. The Contractor always endeavors to carry out the work to the best of their insight and ability, without guaranteeing the achievement of a specific result.
2. The Client will, when requested or not, provide timely and adequate information and cooperation to the Contractor to enable the execution of the work.
3. The Contractor is authorized to involve third parties in the execution of the agreement and will exercise due diligence when engaging a third party.



**Article 5. Liability**

1. The Contractor is not liable to the Client for any indirect damage, regardless of the basis and including any warranty obligation(s). Indirect damage includes consequential damage, loss of profit, and damage due to business interruption.
2. The compensation for any direct damage is limited to the maximum amount of the price for the agreement. If the agreement has a duration longer than one (1) year, the maximum amount is the price of the agreement for the duration of one (1) year.

Article 6. Behavioral and Hygiene Rules

1. The Client ensures that there is no disrespectful treatment (including intimidating, sexist, or discriminatory behavior) towards the Contractor's (employees) during the provision of services. The Contractor is at all times entitled to suspend or terminate the assignment entirely if such behavior occurs during the execution of the assignment.
2. The Contractor will act in accordance with hygiene rules expected of a diligent Contractor during the provision of services.

Article 7. Privacy and Personal Data

1. The Contractor aims to handle personal data carefully in accordance with applicable privacy regulations, especially the General Data Protection Regulation (GDPR). The Contractor has a privacy statement which can be found here. By using the services of the Contractor, the Client agrees to this privacy statement.

Article 8. Applicable Law and Competent Court

1. Dutch law applies to the agreement and all legal relationships between the Client and the Contractor.
2. The court in Rotterdam is competent for all disputes arising from or related to the agreement(s) between the parties.

B. Training

If and to the extent that training is agreed upon between the Contractor and the Client, the articles from Part B. Training apply in addition to Part A. General.

Article 9. Location

1. Training is conducted at the agreed-upon location, in the absence of which the training is conducted at the Contractor's address.
2. Article 10. Execution of Training and Exams
3. The training consists of the agreed-upon components for the agreed duration.
4. The Contractor will conduct, administer, and evaluate the training and related exams in accordance with the applicable rules and guidelines of the Specialty Coffee Association (SCA).
5. The Contractor strives to execute the training to the best of their insight and ability. The Contractor is not responsible for the results achieved by the Client in a training and/or exam.

Article 11. Price and Payment

1. Included in the price for training are:
 - a. Training materials;
 - b. One theory exam, including one possible retest;
 - c. One practical exam, including one possible retest.





2. The price is due from the Client after confirmation of the registration by the Contractor.
3. The Contractor is entitled to deny the Client (including participants) access to the training if payment is not received on time or to suspend or cancel the execution of the training, without prejudice to the Client's obligation to pay.

Article 12. Additional Services

1. If the Client wishes to purchase additional exams and/or training materials beyond what is mentioned in the previous article, this can be done at the Contractor's applicable rates.
2. The use of the Contractor's location for additional practice, including equipment, beans, and other necessities, is possible upon request at the Contractor's applicable hourly rates.

Article 13. Cancellation

1. The Client has the right to cancel the training in writing (such as by email). Cancellation by the Client is free of charge up to 48 hours before the start date of the training.
2. If the Client cancels after the mentioned period in paragraph 1, the Client is liable for the following payment:
3. Between 48 hours and 24 hours before the start date, 50% of the agreed-upon price is due.
4. For cancellations later than 24 hours before the start date, the full price is due.

Article 14. Replacement/Changes

1. The Client is entitled to replace a registered participant with another participant, provided the request is submitted in writing (such as by email) to the Contractor no later than 48 hours before the start date of the training and is approved by the Contractor.
2. The Contractor is entitled, in case of special circumstances or insufficient registrations, to cancel, interrupt, change the location, training form, or training date(s) of a training. In such cases, consultations will be held with the Client.

C. Quality Controls

If and to the extent that the Contractor and the Client have agreed on the performance of quality controls, the articles from Part C. Quality Controls apply in addition to Part A. General.

Article 15. Location

1. Quality controls take place at the Client's location unless otherwise agreed.
2. The Client's location and facilities shall comply with all legal requirements. The Client indemnifies the Contractor against claims from third parties who suffer damage in connection with the execution of the agreement due to the actions or omissions of the Client or unsafe situations in their organization. The Client shall communicate their internal rules, information, and security regulations to the Contractor before the commencement of the work.

Article 16. Information and Cooperation Obligations

1. The Client is responsible for the accuracy and completeness of the data, recipes, information, equipment settings, and specifications provided to the Contractor by or on behalf of the Client. It is the responsibility of the Client to provide this information to the Contractor in a timely and correct manner.





2. For the sake of continuity, the Client will designate a contact person or persons who will act as such during the Contractor's work. Client's contact persons will have the necessary experience, specific subject knowledge, and insight into the objectives desired by the Client.
3. The Client always takes the utmost care to ensure that the requirements for the performance are correct and complete.
4. If the Contractor performs work at the Client's location, the Client shall timely and free of charge provide the necessary facilities. The Contractor is not liable for damage or costs due to malfunctions or unavailability of facilities unless the Client proves that such damage or costs are the result of the Contractor's intentional or conscious recklessness.

Article 17. Cancellation

1. The Client has the right to cancel the appointment in writing (such as by email). Cancellation by the Client is free of charge up to 48 hours before the agreed date of the control.
2. If the Client cancels after the mentioned period in paragraph 1, the Client is liable for the following payment:
3. Between 48 hours and 24 hours before the start date, 50% of the agreed-upon price is due.
4. For cancellations later than 24 hours before the start date, the full price is due.
5. Article 18. Reports
6. The Contractor will inform the Client about the execution of the quality controls in writing according to the agreed-upon method (periodically). The Client will ensure the further dissemination, follow-up, and awareness of the reports provided by the Contractor.
7. The Client is not entitled to disclose the working methods, methods, and techniques of the Contractor and/or the content of the Contractor's advice or reports to a third party. The Client will not provide or otherwise disclose the Contractor's advice or reports to a third party.

D. Q-Grader Evaluations

If and to the extent that the Contractor performs Q-Grader evaluations on behalf of the Client, the articles from Part D. Q-Grader Evaluations apply in addition to Part A. General.

Article 19. Execution of the Assignment

1. The Contractor will perform the assignment to assess the quality of (green) coffee beans (hereinafter: the Product) as agreed with the Client.
2. The Contractor will conduct the assessment as a certified Q-Grader by the Coffee Quality Institute (hereinafter: CQI) and in accordance with the guidelines set by the CQI.
3. In accordance with the CQI guidelines, the Contractor is authorized to engage third parties in the execution of the assignment. The Contractor may also engage the CQI for evaluations if the scale, market demand, and/or other circumstances, in the opinion of the Contractor, warrant it, or at the request of the Client.
4. The assessment performed by the Contractor will not be recorded in the CQI database.
5. For the assessment, a sample of the Product provided by the Client must be tested by the Contractor at least twice.

Article 20. Client's Obligations

1. The Client is responsible for the accuracy, truthfulness, correct quantity, and completeness of the Product(s), data, recipes, specifications, and other information provided by or on behalf of the Client





to the Contractor. It is the responsibility of the Client to deliver or hand over these Products and information to the Contractor in a timely and correct manner.

2. For the sake of continuity, the Client will designate a contact person or persons who will act as such during the Contractor's work. Client's contact persons will have the necessary experience, specific subject knowledge, and insight.
3. If the Contractor performs work at the Client's location, the Client shall timely and free of charge provide the necessary facilities. The Contractor is not liable for damage or costs due to malfunctions or unavailability of facilities unless the Client proves that such damage or costs are the result of the Contractor's intentional or conscious recklessness.

Article 21. Quality Reports

1. Reports will be prepared by the Contractor in accordance with the CQI guidelines and to the best of the Contractor's knowledge and ability. The Contractor does not guarantee the full accuracy of the reports.
2. If multiple reports are prepared by the Contractor for the assessment of a Product, the latest report is decisive.
3. The Client will ensure the further dissemination, follow-up, and awareness of the reports provided by the Contractor.

