



# General Terms and Conditions

## 1. Introduction

These General Terms and Conditions (the “Terms”) govern the use of the food and beverages delivery service (the “Service”) provided by La Scarpetta V.O.F. (“We” / “Us” / “Company”, hereinafter referred to as “the Company”) to its users (“ customers/ consumers/ buyers/ Users, hereinafter referred to as “the Users”). By accessing or using the Service, the Users agree to be bound by these Terms, as well as any additional terms and conditions that may apply to the delivery Service provided by the Company. The applicability (scope) of these terms and conditions are shown below:

1. These Terms and Conditions apply to all relationships between the Company and the Users, including any offers, services, and Agreements, and including all the deliveries provided by the Company to the Users.
2. By accepting an offer made by the Company, or by placing an order with the Company for a service, the Users also accept the applicability of these Conditions.
3. Deviations from and / or additions to these Conditions only apply if and insofar as they have been expressly accepted in writing by an authorized representative of the Company. An agreed-upon deviation or addition only relates to the delivery of the products for which it has been agreed.

## 2. Providing information

To use the Service, Users must provide the Company with accurate and complete information about themselves, as listed in the delivery form: the address to which the order must be delivered, the name of the User, their email, and their phone number. We process the data of the Users in full compliance with the European Union General Data Protection Regulation and the Algemene Verordening Persoonsgegevens (AVG). It is the responsibility of the users to make sure that the delivery and contact information provided to the Company are correct and up to date. The Company cannot be held liable for any issues or problems as a result of wrong delivery information.

## 3. Ordering

Users may be required to provide payment information at the time of order. The full amount will be charged upon completion of the order. As described on the website (<https://www.scarpettagastroclub.com/>), our Products are seasonal and not available all year around. This means that they can be ordered only within a limited time frame. The information related to the expected delivery date is provided on the website and included in the confirmation e-mail Users will receive once they conclude the order. The Company reserves the right to cancel any order at any time for any reason. In case an order is cancelled by the Company, the Company will notify the Users as soon as possible and reimburse the full amount paid by the User as soon as possible.

## 4. Delivery

We will use commercially reasonable efforts to deliver the items ordered through the Service to the designated delivery address as provided by the User within the estimated delivery time. Users may be required to provide additional delivery instructions at the time of order. We are not responsible for any delays or errors in delivery resulting from incorrect or incomplete information provided by the User.



We will use all reasonable efforts to supply exactly what the User has ordered, including the correct type and weight of products, but We reserve the right to substitute certain products that may not practically and reasonably be obtained due to unexpected circumstances, with similar products of equivalent or higher value. In case of substitution of one or more products, We will inform the User as soon as possible via e-mail. If the User does not agree with the substitution(s), the User can request to cancel the order and submit a request for a refund as stated in the Terms and Conditions. If the User requests a refund, the Company will provide such a refund as soon as possible but no later than 20 workdays after the submission of the refund request.

We do not ship internationally. We deliver only to the Netherlands (excluding the Wadden Islands). In case of any questions or doubts regarding the delivery, the User can contact the Company by sending an e-mail [info@scarpettagastroclub.com](mailto:info@scarpettagastroclub.com).

Our delivery service is structured in such a way that the products are maintained at the correct temperature range during the entire delivery process and until the moment the products are delivered to the User.

It is the responsibility of the User to ensure that the given delivery address is correct and inform the Company if any special delivery instructions are applicable.

In case the User is not present at the delivery address provided to Us, the courier will leave the Products at a designated place or at a neighbour's address or pick-up point at the discretion of the courier. If the Products are delivered at the designated location, the User will receive a notification via email or via telephone. It is the responsibility of the User to pick up the Products from the designated location. We do not accept any liability if the Products perish, due to their limited preservation time, at the designated delivery place.

In case the Products, left at the User's designated location, are stolen or damaged, We do not accept any liability, but We may offer the User a refund or other compensation, at Our complete discretion.

## **5. Payment process**

Users will be charged the total amount of their order, including any applicable taxes, and delivery fees, at the time of order. Users may be required to provide payment information at the time of order. The full amount will be charged upon completion of the order.

## **6. Refunds and Cancellations**

Users can cancel an order only up until the moment the product is shipped. To request a refund or cancellation, the User shall contact the Company's customer service department by writing an e-mail to [info@scarpettagastroclub.com](mailto:info@scarpettagastroclub.com).

## **8. Intellectual Property**

The Service, including all content, trademarks, logos, and other intellectual property, is owned by the Company and may not be used, reproduced, modified, or distributed without the Company's prior written consent.



## 9. Disclaimer of Warranties

The Service is provided on an “as is” and “as available” basis without any warranties, representations, or guarantees of any kind, whether express or implied. We do not warrant that the Service will be uninterrupted or error-free.

## 10. Limitation of Liability

We will not be liable for any damages arising out of or related to the use of the Service, including but not limited to direct, indirect, incidental, consequential, or punitive damages. Users agree to indemnify and hold harmless the Company and its affiliates, officers, directors, employees, and agents from any and all claims, damages, liabilities, and expenses arising out of or related to the User’s use of the Service.

## 11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its conflicts of law provisions. Users agree to submit to the exclusive jurisdiction of the courts located in The Hague, The Netherlands for any disputes arising out of or related to these Terms or the Service.

## Other provisions

1. Contrary to Article 6: 225 paragraph 2 of the Dutch Civil Code, the Company is not bound by changes to the agreement made by the User upon acceptance, even if these changes only deviate from the agreement offered by the User on minor points.
2. Where reference is made in these general terms and conditions to "in writing", electronic communication such as email and fax may also be used, provided that the identity of the sender and the authenticity of the communication are sufficiently established. The burden of proof regarding receipt of electronic communication lies at all times with the User.
3. If a provision from the Agreement and/or the General Terms and Conditions proves to be invalid, this will not affect the validity of the entire Agreement and/or General Terms and Conditions. In such a situation, the Company and the User will determine (a) new provision (s) as a replacement, which will give shape to the intention of the original Agreement and/or General Terms and Conditions as much as (legally) possible.
4. The User must notify the Company of relevant changes to their data, such as changes in address and billing data, as soon as possible, but in any case at the first request by the Company.
5. A Party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the Company and the other Party. the Company may, however, transfer its rights and obligations under the Agreement to a parent, sister, or subsidiary company without the User's consent.