

Terms and Conditions

The Event Barista

ErhanDizbay.Coffee

Article 1. Definitions

1.1. In these general terms and conditions the following terms will become as follows meaning used, unless explicitly stated otherwise or if the context proves otherwise:

a. Erhan Dizbay: the user of these terms and conditions:

ErhanDizbay.Coffee located at Adalbertstrasse, registered with the Chamber of Commerce ;

b. client: the natural person or legal person who, with Erhan Dizbay, a contract, or that has a quotation / offer from Erhan Dizbay or with whom Erhan Dizbay is in any legal relationship or for whom Erhan Dizbay performed any legal act;

c. agreement: the agreement between Erhan Dizbay and the client;

d. leased: the equipment including all accompanying accessories and documentation is rented by the client of Erhan Dizbay;

e. training: a workshop or training given by Erhan Dizbay;

f. participant: the natural person who participates in the training.

Article 2. General

2.1. These general terms and conditions apply to all offers / quotations from Erhan Dizbay and all agreements between Erhan Dizbay and the client.

2.2. Deviations from these general terms and conditions are only valid if expressly in writing or agreed via e-mail. Deviations then only apply to the agreement to which the deviation has been agreed.

2.3. Applicability of any purchase and / or other conditions of the client are explicitly rejected without a written agreement.

2.4. If any provision of these terms and conditions is null and void or will be nullified, then the other provisions of these terms and conditions will remain in full force and effect Erhan Dizbay and the client instead replace the provisions declare void or annulled provisions, with as much as possible the purpose and meaning of the void or voided provision. Parties will consult as far as desired on the precise wording of this new one provisions.

2.5. The present general conditions also apply to all agreements with Erhan Dizbay for the execution of which third parties should be concerned.

2.6. The client gives Erhan Dizbay in advance permission to transfer the agreement to a related company.

Article 3. Offers

3.1. Offers from Erhan Dizbay are without engagement, unless explicitly stated otherwise in the offer and no later than 14 days from the date of the offer. Erhan Dizbay is only bound by its offer if the acceptance thereof by the client within 14 days in writing or by e-mail is confirmed by means of a signature on the quotation.

3.2. Contrary to the provisions of Article 6: 225 paragraph 2 Dutch Civil Code, Erhan Dizbay is not bound to changes made by the client when accepting an offer, unless these changes are explicitly and in writing (or by e-mail) by Erhan Dizbay confirmed.

3.3. In quotations from Erhan Dizbay mentioned delivery times and other for performance to be performed of Erhan Dizbay mentioned terms are global and only informative; exceedance the client is not entitled to compensation or dissolution.

3.4. Obvious errors or mistakes in folders, quotations, agreements, publications, etc. Of Erhan Dizbay do not bind Erhan Dizbay.

Article 4. Realization of the agreement

4.1. The agreement between the client and Erhan Dizbay is realized at the moment that they sign a written agreement or that Erhan Dizbay will e-mail the confirmed in writing.

4.2. The agreement is also deemed to have been concluded if Erhan Dizbay, after acceptance of a quotation or offer by the client commences with it implement the agreement.

4.3. The agreement is also deemed to have been concluded after the payment of the deposit has been made by the client commences with it implement the agreement.

Article 5. Execution of the agreement

5.1. Erhan Dizbay will make the agreement to the best of its knowledge and ability and in to comply with the requirements of good workmanship and on the basis of that moment present at Erhan Dizbay.

5.2. If and insofar a proper execution of the agreement requires this, Erhan Dizbay are entitled to part or all of the agreed work have it done by third parties.

5.3. Erhan Dizbay always reserves the right to deviate from the order and / or the content of the training or the supply of the previously discussed consumptions.

Article 6. Obligations of the client

6.1. The client ensures that all items and / or data and / or spaces, of which Erhan Dizbay indicates that these are necessary or of which the client it should reasonably be understood that these are necessary for the execution of the agreement, be provided to Erhan Dizbay in time or made available.

6.2. The client is obliged to immediately inform Erhan Dizbay about facts and circumstances that may be relevant in connection with the performance of the contract to be.

6.3. If it has been agreed that Erhan Dizbay will execute the agreement on a by client to be designated location, not being a location arranged by Erhan Dizbay, then the client must ensure a suitable space and sufficient and fully installed equipment and tools in accordance with the Erhan Dizbay agreements made and the client must ensure that the location is suitable is for the work carried out by Erhan Dizbay.

6.4. The client is allowed to show photos (in consultation with Erhan Dizbay) to be sent to Erhan Dizbay only as copies of these photographs Events. The client hereby authorizes Erhan Dizbay to use these photos for example promotional activities.

6.5. The client is only allowed to make audio and / or video recordings for commercial and/or promotional activities with mentioning ErhanDizbay.Coffee.

6.6. If the client his obligations towards Erhan Dizbay that follow from the contract, these general terms and conditions or the law, not timely or not fully complied with or if the client acts unlawfully towards Erhan Dizbay, then the client liable for all damage that Erhan Dizbay thereby suffers.

Article 7. Prices

7.1. The prices quoted by Erhan Dizbay are based on execution of the assignment normal working hours and excluding VAT, parking costs and other charges of government unless otherwise indicated. For the client being a consumer are listed prices including VAT.

7.2. Erhan Dizbay is entitled to increase a fixed agreed price when during the execution of the work shows that the originally agreed or expected amount of work was insufficiently estimated at closing of the agreement, and this is not attributable to Erhan Dizbay, in all reasonableness

Erhan Dizbay can not be expected to perform the agreed work perform at the originally agreed price.

7.3. Waiting times and delays caused by unforeseen circumstances or by the not fulfilling the client's obligations, if these lead to additional costs, will be charged to the client.

7.4. If the number of consumed consumptions is lower than the specified number will not find refund or price reduction. In case of more consumption than the specified a new price appointment must be made on the spot.

Article 8. training

8.1. The client is obliged to ensure that the participant has the stipulations from this respect the general conditions. The client is responsible for the behavior of the participants.

8.2. Erhan Dizbay is competent for a participant who misbehaves or otherwise has a decent execution of the training unreasonably hampers or prevents further access to the training to deny training. The agreed reimbursement in that case remains complete payable, without prejudice to the right of Erhan Dizbay to compensation of any damage.

8.3. Participants are obliged to follow the instructions and instructions throughout the training Erhan Dizbay to follow.

8.4. If the participant or participants concerned do not, for whatever reason, click on the agreed place and time are present and remain, then the agreed compensation for the absent participant (s) in question.

8.5. Costs arising from damage and / or vandalism caused by participants will, for so far as not to recover from the perpetrator (s) themselves, by the client who has the participants signed up.

8.6. Erhan Dizbay reserves the right to change the date in case of force majeure the starting time and / or place of the training.

8.7. The client is mentioned as soon as possible of the changes mentioned in article 8.6 by telephone or e-mail.

Article 9.Rental/Leasing

9.1.The rental period is agreed between the parties in writing or via the e-mail.

9.2.The rent due is calculated from the day on which the rented property is let up to and including the end date of the rental period. The rental period can only be with prior written or electronic permission from Erhan Dizbay will be extended.

9.3.If the client does not accept the rented property on the day of the end of the rental period Erhan Dizbay makes available, then for each day that the client leased too late brings back the day rent to the client, without prejudice to the right of Erhan Dizbay to claim damages from the client Erhan Dizbay suffers because the rented property has not been returned in time.

9.4.The client is obliged to keep the rented property in good condition. Under good condition becomes the state in which the rented at the start of the rental period to the client has been made available.

9.5.The client is obliged to do everything necessary to maintain the rented property, to prevent damage, disappearance, destruction, etc.

9.6.The client is obliged to secure the rented property against theft.

9.7.The client must submit all instructions delivered or communicated to the leased property, to read, understand and strictly follow safety instructions and operating instructions life.

9.8.The client is not allowed:

a. to make changes to the rented property or to carry out repairs to the rented property or have a third party carry out or parts of the rented to replace;

b. sublet the rented property, offer it for sale, sell it, transfer it, to encumber or in any other way to give.

9.9.In case of seizure of the rented property or if there is a well-founded fear that this will the client must report this immediately to Erhan Dizbay. Furthermore the client must notify the attachment creditor without delay of the rented owned by Erhan Dizbay. In addition, the client is obliged to actively participate to provide Erhan Dizbay with the actual control over the leased property.

9.10.The client is from the moment that the rented property is made available to him liable for damage caused by loss, theft or damage to it rented.

9.11.In the event of damage to or loss of the rented property, the client is obliged to pay Erhan Dizbay here inform as soon as possible. After this report, the rented property will be charged of the client by Erhan Dizbay repaired or replaced. If there is question of normal wear and tear to the rented property, then the costs for the repair or replacement not charged to the client.

9.12.Unless otherwise agreed in writing, all insurable risks must be incurred from the the moment of making the rental available by the client assured.

9.13.In the event of theft of the rented property, the client must file a complaint with the police.

9.14. Erhan Dizbay remains the owner of the rented property at all times, regardless of the duration of the rental period.

9.15.Fees based on the selling prices of the leased property of the client Erhan Dizbay for damage or loss of the rented give the client no claims to (any part of) the ownership of the rented property.

Article 10.Cancellation

10.1.If the contract is canceled by the client his cancellation costs due:

a. canceled up to the 21 th day before the day on which Erhan Dizbay begins with the execution of the agreement: 25% of the agreed sum;

b. In case of cancellation, the 21 th to the 14 th day before the day when starting Erhan Dizbay with the execution of the agreement: 50% of the agreed sum;

c. In case of cancellation between the 14 th and the 7 th day before the day that Erhan Dizbay commences with the execution of the agreement: 75% of the agreed sum;

d. If canceled on or after the 7 th day before the day on which Erhan Dizbay begins with the execution of the agreement: 100% of the agreed sum.

10.2.Cancellations will only be handled by e-mail or in writing working days during Office hours. Cancellations outside office hours are deemed to be performed on the next working day. Cancellations are only effective after confirmation Erhan Dizbay.

Article 11.Complaints & complaints

11.1.Complaints about the work performed must be submitted by the client within 8 days after discovery, but no later than 14 days after completion of the relevant to be notified in writing to Erhan Dizbay.

11.2.If it is not possible for Erhan Dizbay to accept the merits of the complaint with regards the taste because the consumptions are already consumed, the complaint will not be processed and the client is not entitled to compensation.

11.3.If a complaint proves to be well-founded, Erhan Dizbay will do the work as yet perform as agreed, unless this is demonstrable for the client has become meaningless. The latter must be made known by the client in writing to become. If the performance of the agreed activities is no longer fulfilled possible or meaningful, Erhan Dizbay will only be liable within the limits of Article 14 of these terms and conditions.

11.4.If the client establishes that the invoice issued by Erhan Dizbay stated performance are not in accordance with the agreements made in the In the context of the agreement to which the invoice relates, the client must to report within 8 days after discovery, but no later than 14 days after the invoice date to Erhan Dizbay.

11.5. Complaints about the work performed or about the invoice that is late submitted will not be processed.

Article 12.Payment

12.1.Payment by the client must be made without deduction, discount or setoff within the agreed period or on the invoice, but in no case later than 30 days after the invoice date. Payment must be made by means of transfer in favor of a bank account to be designated by Erhan Dizbay.

12.2. If the client has not paid within the term specified in the previous paragraph, Erhan Dizbay is entitled to charge an administration fee of € 25 and an interest calculate on the invoice, which depends on the current interest rate of the legal interest.

12.3. If the client remains in default after having served notice to pay the claim, the receivable from hands, in which case the client next to the then total amount due will also be required to pay full compensation extrajudicial and judicial costs. At the client being a company, the extrajudicial collection costs set at 15% of the principal sum with a minimum from € 100, -. For the client being a consumer the extrajudicial collection costs set at 15% of the principal amount over the first € 2,500, -, at 10% of the principal amount over the next € 2,500, - and 5% of the principal sum over the next €5.000, - with a minimum of € 40, -.

12.4.Objections against the height of the invoice do not suspend the payment obligation in any case. In addition, every payment will be first, irrespective of the payment description payment of any remaining interest and collection costs after which it will be deducted will be charged to the invoice of which the payment term has been exceeded the most.

12.5.In case of liquidation, bankruptcy or suspension of payment of the client, will the claims of Erhan Dizbay and the obligations of the client towards Erhan Dizbay, immediately due and payable.

12.6.If the financial position or the payment behavior of the client to the exclusively judgment of Erhan Dizbay gives rise to this, Erhan Dizbay is entitled to the instruct the client to immediately provide 'additional' security in a by Erhan Dizbay determine form and / or an advance to meet Erhan Dizbay. If the the customer fails to provide the requested security, Erhan Dizbay is entitled, without prejudice to its other rights, the further execution of the agreement immediately to suspend and all that the client to Erhan Dizbay for whatever reason is also due, immediately due and payable without further notice of default being required is.

Article 13.Intellectual property

13.1.All documents provided by Erhan Dizbay, such as handouts, prints, etc., are exclusively intended to be used by the client and may not be used by him without it prior permission from Erhan Dizbay will be multiplied, made public or be brought to the notice of third parties.

13.2. Erhan Dizbay reserves the right to carry out the work to use increased knowledge for other purposes, in so far as this does not apply confidential information is brought to the notice of third parties.

Article 14.Liability

14.1. Erhan Dizbay can not be held to compensate any damage that a is direct or indirect consequence of:

a. an event that is in fact beyond her control and thus does not do her and / or can be attributed, as described in article 15 of this Terms and Conditions;

b. any act or omission of the client, his subordinates, or others persons employed by or on behalf of the client.

14.2.The client is under all circumstances responsible for the accuracy and completeness of the data provided by him. Erhan Dizbay is never liable for any damage that is (partly) caused by the client supplied data are incorrect and / or incomplete or by following of the instructions given by the client. The client indemnifies Erhan Dizbay against all claims in this respect.

14.3.The persons for whom the agreement is performed must check for themselves whether the consumptions contain ingredients for which it is allergic. Erhan Dizbay can never be held liable for an allergic reaction as a result of consuming consumptions delivered by Erhan Dizbay.

14.4. Erhan Dizbay is not liable for mutilation or loss of data as a result of transmission of data using telecommunication facilities.

14.5. All participants participate in the training voluntarily. All participants are personally liable for all damage caused to himself or to third parties during the training.

14.6. Erhan Dizbay does not accept any liability for physical or physical damage spiritual or of any kind to the participants related to participation to the training.

14.7. Erhan Dizbay can never be held liable for damage, loss, theft or the loss of property of the client or the participant on the site from Erhan Dizbay, at the location where the training is given or at the location where Erhan Dizbay carries out work on behalf of the client.

14.8. If Erhan Dizbay is liable for any damage, then the liability of Erhan Dizbay is limited to the amount of the costs incurred by the insurer of Erhan Dizbay made allowance. If the insurer does not pay out in any case whether the damage is not covered by the insurance is the liability of Erhan Dizbay limited to a maximum of the amount of the contract stipulated price (excluding VAT).

14.9. Liability of Erhan Dizbay for indirect damage, including but not limited to consequential loss, lost profits, lost savings, reputational damage, environmental damage, fines imposed and damage due to business interruption is excluded.

14.10. The client is obliged to hold Erhan Dizbay harmless and to indemnify them all claims from third parties arising from or related to the agreement between Erhan Dizbay and the client, except insofar as these claims consequence of intent or deliberate recklessness of Erhan Dizbay.

14.11. Claim rights and other powers of the client for whatever reason towards Erhan Dizbay expire in any case after the lapse of 1 year from the moment when a fact occurs that the client has these rights and / or can use competences towards Erhan Dizbay.

Article 15. Force Majeure

15.1. Erhan Dizbay is not obliged to fulfill any obligation if they do so fully or partially prevented or made more difficult, temporary or otherwise, by a circumstance that is not due to culpable debt. This also includes as in the previous sentence meant non-culpable shortcoming of suppliers of Erhan Dizbay and / or third parties that Erhan Dizbay engages for the execution of the agreement. Also mechanical, technical and vehicle faults due to a circumstance that can not be blamed Erhan Dizbay is free from any obligation to culpable debt liability. In addition, force majeure means: obstacles by third parties, those of governments included; traffic obstructions; wars or war hazards; not it or late delivery of products by the Erhan Dizbay suppliers; ex- and import bans; fires, malfunctions and accidents in the company of Erhan Dizbay or of its suppliers; theft; illness of the natural person acting on behalf of Erhan Dizbay contract; weather conditions; the burning of means of transport of Erhan Dizbay or its supplier, becoming involved in accidents; government measures.

15.2. In the event of force majeure on the part of Erhan Dizbay, its obligations become suspended. When this situation of force majeure of Erhan Dizbay exceeds 90 days has lasted, parties have the right to terminate the agreement by written termination to end. What has already been performed pursuant to the agreement will then be transferred to ratio settled.

Article 16. Suspension and dissolution

16.1. Erhan Dizbay is entitled to the execution of the agreement with immediate effect to suspend if Erhan Dizbay is aware after the conclusion of the agreement come to give good ground to fear that the client will be obligations arising from the agreement or these general terms and conditions will not fulfill.

16.2. Erhan Dizbay is authorized to dissolve the agreement if the client has the fulfill obligations under the agreement or not fully, without prejudice to the right of Erhan Dizbay on compensation.

16.3. Furthermore, Erhan Dizbay is authorized to dissolve the agreement if circumstances which are of such a nature that fulfillment of the agreement is impossible or can no longer be measured by standards of reasonableness and fairness required or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement can not be reasonable expected.

16.4. If a claim is placed on goods of the client, the client suspension of payments of payment, declared bankrupt or otherwise free disposition of his assets, or in the event of closure or liquidation of the company.

Name:

Company:

Date:

Company stamp & signature