VELOPRESSO
TERMS & CONDITIONS

1. DEFINITIONS

1.1 'Buyer' means the person who buys or agrees to buy the Products from the Seller.

1.2 'Seller' means Velopresso Ltd, trading as a company registered in England under registration number 08324134; at registered address: Unit B04, Leyton Industrial Village, Argall Avenue, London E10 7QP, UK. VAT number is 159 777 545 (EORI: GB159777545000).

1.3 'Conditions' means the terms and conditions of trade set out in this document and any special terms and conditions agreed in writing by the Seller.

1.4 'Contract' means the contract for the sale and purchase of the Products subject to the Conditions.

1.5 'Delivery Date' means the date when the Products or Accessories are released to the Buyer for collection, or to the nominated shipper for delivery to the Buyer.

1.6 'Price' means the price for Products or Accessories, excluding delivery, packing for transit and VAT.

1.7 'Products' means those goods that are custom-made, specified in the Seller's written quotation, which is accepted by the Buyer or in any written order of the Buyer, which is accepted by the Seller.

1.8 'Accessories' means those goods that are not custom-made to order, specified in the Seller's written quotation, which is accepted by the Buyer or in any written order of the Buyer, which is accepted by the Seller.

1.9 The 'User Manual' means the manual provided with the Products that provides instructions for installation and set-up procedures, as well as instructions and conditions of use.

1.10 'Website' means the Seller's principal website, currently www.velopresso.cc

2. INTELLECTUAL PROPERTY

2.1 The Seller is the owner or the licensee of all the intellectual property rights in the Products, excluding those parts not manufactured by the Seller.

2.2 All content within the Website is the property of the Seller. Reproduction of any part of the contents in any form is prohibited unless for personal use. None of the content of the Website may be copied or otherwise incorporated into or stored in any other website, electronic retrieval system, publication or other work in any form (whether hard copy, electronic or other) without first obtaining a license from the Seller to do so. For further information, see Terms of Use on the Website.

3. CONDITIONS APPLICABLE

3.1 Nothing in the Conditions shall affect the Buyer's statutory rights.

3.2 The Seller shall sell and the Buyer shall purchase the Products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order from the Buyer which is accepted by the Seller, subject in any case to the Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

3.3 Any typographical or clerical or other error or omission in any online or printed sales literature, quotation, price list, acceptance

of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3.4 If any provision of the Condition is adjudged invalid or unenforceable in whole or in part, the validity of the remainder of the conditions shall not be affected.

3.5 The Buyer must read the Order Guide and Specification, as provided on the Website, and these Conditions carefully before ordering. By ordering from the Seller, the Buyer agrees to be bound by these Conditions.

4. ORDERING

4.1 Once the Buyer has placed their order for Products, they will be custom-made by the Seller for the Buyer, in the colour(s) of the Buyer's choice and / or branded to the Buyer's design. Because the Products are custom-made to order, they are non-returnable.

4.2 The Buyer's order constitutes an offer to the Seller from the Buyer, to buy the Products the Buyer specifies in their order. All orders are subject to availability and acceptance by the Seller.

4.3 The Seller's email acknowledging receipt of the Buyer's order (following clearance of the Buyer's payment) constitutes acceptance of the Buyer's order by the Seller and confirms the contract for purchase of the Products is agreed and accepted by the Seller.

5. PAYMENT & DEPOSIT

5.1 The Price of the Products and Accessories are as stated on the Website – or printed sales literature, or price list – subject to change from time to time, and as confirmed to the Buyer in the order confirmation. Prices quoted are exclusive of shipping, delivery or insurance unless explicitly stated as otherwise.

5.2 Prices shown are exclusive of UK Value Added Tax (VAT). VAT is applied as follows:
– UK: VAT applied
– EU, non-VAT registered: VAT applied
– EU, VAT registered: zero-rated if valid VAT number is supplied
– Non-EU: no VAT applied.

5.3 1st Payment: 10% of the order Price, payable on ordering, secures a place in the production schedule, referred to as the 'holding deposit'

2nd Payment: takes deposit to 50% of total order value (Price plus shipping, Accessories and VAT where applicable), which is payable when the Seller notifies the Buyer that they are ready to start the manufacture of the Products ordered by the Buyer. The combined 1st and 2nd Payments constitute the 50% 'production deposit', which is non-refundable.

3rd Payment: 50% final balance of total order value (Price plus shipping, Accessories and VAT where applicable), payable when the Seller notifies the Buyer that the Products are ready for Delivery.

5.4 At the time the Buyer places an order for Accessories, payment of the Price shall be due at the date of the order.

5.5 Products and Accessories remain the property of the Seller until paid for in full. If the Buyer fails to make payment as required, the Seller may suspend delivery of the Products or any further Products ordered until payment is made in full.

5.6 Payment of invoices must be made to the Seller by bank transfer to:

Account name: Velopresso Ltd
Account number: 02073471
Sort code: 400304
IBAN number: GB54MIDL40030402073471
Swift code: MIDLGB22

HSBC
The Helicon
1 South Place
London EC2M 2UP

All payments must include the unique reference number supplied on your invoice.

All funds must be cleared in our bank account for 7 days for payment to be considered received.

6. CANCELLATION & RETURNS

6.1 The Buyer will not have any right to cancel a Contract for the supply of any Products once the Second Payment is made. Prior to payment of the Second Payment, the Buyer may cancel their order and receive a refund of the First Payment in full, less any bank transfer charges incurred.

6.2 A Buyer who is contracting as a consumer for the supply of any Accessories (in relation to a Contract for goods or services which is concluded between the Buyer and the Seller under an organised distance sales or service provision scheme run by the seller who, for the purposes of the Contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded) may cancel the Contract at any time within 7 working days, beginning on the day after receipt of the Accessories. In this case the Buyer will receive a full refund of the Price paid for the Accessories.

6.3 To cancel the Contract pursuant to clause 6.2 above, the Buyer must inform the Seller in writing. The Buyer must also return the Accessories to the Seller immediately, in the same condition in which the Buyer received them and at the Buyer's own cost and risk. The buyer has a legal obligation to take reasonable care of the Accessories while they are in his/her possession. If the Buyer fails to comply with this obligation, the Seller may have a right of action against the Buyer for compensation.

6.4 The Seller reserves the right to cancel any order for Accessories if the particular part or product is no longer available.

7. DELIVERY

7.1 Purchase of Products is Ex Works (Incoterms EXW).

7.2 Delivery of the Products shall be made by the Seller or its agent notifying the Buyer that the Products are available for collection at the Seller's premises, or by delivery by the nominated shipper to such place as the Buyer may specify.

7.3 Collection by the Buyer will be deemed to be delivery. Products may only be collected by the Buyer in person. Collection must take place within 5 working days of our notification, and late collections will be subject to a storage fee.

7.4 Products not collected Ex Works by the Buyer in person require crating prior to shipping, payable by the Buyer. In this event, crating will be provided by the Seller, according to the Seller's standard rates.

7.5 Times or dates given for provision of the Seller's services are subject to change, and the Delivery Date of the Products is approximate until confirmed by the Seller or their nominated shipper. The Seller shall use reasonable endeavours to meet any Delivery Date, and in any event time of delivery shall not be of the essence.

7.6 Standard delivery terms are to an agreed address, kerbside only, or to a warehouse location and do not include off-loading or installation. The Buyer shall have full responsibility for ensuring that there is suitable delivery access for all Products that are ordered. The Seller and/or their nominated shipper accept no responsibility for failure to deliver any item due to restricted access.

7.7 Risk and damage to, or loss of, the Products shall pass to the Buyer upon delivery to the Buyer, or the nominated shipper. Claims for part delivery or damage must be advised by email within 24 hours of delivery.

8. EXPORT / IMPORT

8.1 The Buyer will be responsible for complying with any legislation or regulation governing the export of the Products from the United Kingdom and the importation of the Products into the country of destination and for payment of any relevant duties or taxes.

8.2 If the Buyer is outside the EU, they should (i) understand that Products are sold to the Buyer as a private import, and the Buyer, as the owner/importer, is responsible for checking local compliance; (ii) refer to the Specification and carry out their own checks to ensure the Products conform to local (national) health and safety directives concerning mobile catering vehicles/units.

9. WARRANTIES

9.1 The Seller warrants, to the original Buyer of each Product, that the tricycle frame is free of defective materials and workmanship for 24 months from the Delivery Date. Grinder (excluding burrs and hopper), axles, clutch mechanism, drawers and steering components are warranted free of defective materials and workmanship for 12 months from original date of delivery to the Buyer. Other components (parts not manufactured by the Seller, including burrs and hopper) are limited to 30 days' warranty from the Delivery Date. The espresso machine comes with a 12-month, back-to-base manufacturing warranty.

9.2 The warranties set out at Condition 9.1 above shall not apply and the Seller shall have no

liability to the Buyer in respect of any defect arising from fair wear and tear, wilful damage, negligence, misuse of the Products (where misuse of the Products shall include their use on cobbled streets, off-road or on other inappropriate terrain, or activities for which the machine was not designed), neglect (inadequate care and maintenance); damage from crashes; damage or deterioration to the paint, surface finish, aesthetics or appearance; overloading through excess weight; incorrect assembly; modifications to the Products (additional or changed components); or theft. Failure to follow instructions or warnings in the User Manual will invalidate the warranties.

9.3 The Seller reserves the right to make sole determination of whether any failure or damage claimed under warranty was caused by material or manufacturing defect, and reserves the sole discretion to repair or replace any parts covered by these warranties.

10. LIABILITIES

10.1 The initial set-up of all operational elements of the machine, and the installation and set-up of the espresso machine and grinder must be carried out in accordance with the User Manual provided, and it is the Buyer's responsibility to ensure the installation is carried out correctly.

10.2 Once the Buyer's Products and Accessories have been received the Buyer is responsible for all health and safety concerns in relation to their use. The Seller will not be held responsible for harm incurred from the Products purchased by the Buyer, except in respect of death or personal injury caused by the Seller's negligence.

10.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, unless fraudulent, or any implied warranty, condition or other term, or any duty at common law, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever, whether caused by the negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of the Products, including any delay in supplying or any failure to supply the Products at all, or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price of the Products, except as expressly provided for in the Conditions.

10.4 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises, manufacturing plant or its agents premises, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

10.5 The Buyer shall not, without the prior written consent of the Seller, assign or transfer any of its rights and obligations under or arising out of the contract or purport to do any of the same.

11. PRIVACY POLICY

11.1 The Seller is committed to safeguarding the privacy of visitors to the Website. Personal data submitted online to the Seller will only be passed on to third parties who are directly involved in providing services to the Seller for the purpose required. The Seller will not disclose any personal data for any other use, to any other party, except in exceptional circumstances set out in this privacy policy.

11.2 The Seller may collect, store and use the following kinds of personal data: information about the Buyer's computer and about the Buyer's visits to and use of the Website, such as the Buyer's IP address, geographical location, browser type, referral source, length of visit and number of page views; information that the Buyer provides to the Seller for the purpose of registering with the Seller; information that the Buyer provides to the Seller for the purpose of subscribing to the Seller's website services, email notifications and/or newsletters.

11.3 Personal data submitted on the Website may be used to: administer the Website and enable the Buyer's use of the services on the Website; send the Buyer email notifications and updates that the Buyer has specifically requested; deal with enquiries and complaints made by or about the Buyer relating to the Website.

11.4 In addition to the disclosures reasonably necessary for the purposes identified above,

the Seller may disclose information about the Buyer: to the extent that the Seller is required to do so by law; in connection with any legal proceedings or prospective legal proceedings; in order to establish, exercise or defend the Seller's legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

11.5 The Seller is committed to ensuring that Buyers' information is secure. In order to prevent unauthorised access or disclosure, the Seller has put in place suitable physical, electronic and managerial procedures to safeguard and secure the information the Seller collects online. Data transmission over the internet is inherently insecure, and the Seller cannot guarantee the security of data sent over the internet.

11.6 The Website uses cookies that do not collect any personal information, but can automatically collect data based on visitor browser settings and context (e.g. location, device, browser) and the use of the Seller's Website. The cookies used on the Website are: Google Analytics: _utma; _utmb; _utmc; _utmz. These cookies are used to collect information about how visitors use the site in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited. The Seller uses the information to help improve the site.

11.7 The Seller will not associate any data gathered from this site with any personally identifying information from any source. The Seller may also log Internet Protocol (IP) address (but nothing that directly identifies visitors) in order to receive and send required information over the internet.

11.8 The Seller uses the data to provide visitors with a tailored, appropriate experience; for analytical purposes; to monitor context and to count the number of unique visits or click patterns; to report statistics internally; to measure website performance; and where such storage or access is necessary for the provision of a service requested by the subscriber, visitor or user.

11.9 Anyone may at any time instruct the Seller to provide them with any personal information that the Seller holds about them, or request the Seller to stop using their personal data for direct marketing purposes by contacting: hello@velopresso.cc.

11.10 Details of credit cards and other payment methods will not be stored.

12. ELECTRONIC COMMUNICATIONS

12.1 Communication with us will mainly be electronic, by email. We will contact you by email or provide you with information by posting notices on www.velopresso.cc. For contractual purposes, you consent to receive communications from us electronically (to the most recent email address you have provided to us) and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. GENERAL

We reserve the right to change or update these Conditions from time to time. Any revised Terms & Conditions of Trade will be published on our website at www.velopresso.cc. Such changes and updates will not affect transactions in process resulting from an order placed before publishing such changes and updates.

13.1 If any provision of the Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of law in whole or in part then, to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it will be deleted from the Conditions and the remaining Conditions will remain in full force and effect and continue to be binding and enforceable.

13.2 If you breach these Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions.

13.3 Please note that you are entering into an agreement with a UK company. These Conditions and any contracts based on them, are governed by and will be construed in accordance with the laws of England and Wales, and any disputes arising out of them will be subject to the non-exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, nothing in these Conditions will limit or exclude, or purport to limit or exclude, any statutory rights granted to you under local law (in particular consumer protection laws) which remain unaffected and in full force and effect.