

Article 1: Definitions and applicability

In these General Terms and Conditions of Delivery, the following terms are understood to mean:

Mucho Gusto: private limited company Mucho Gusto B.V., with its registered office in Margraten, municipality of Eijsden-Margraten and registered with the Chamber of Commerce under number 54315921.

General Terms and Conditions (hereafter referred to as GTC): these GTC apply to every offer made by Mucho Gusto and to every concluded agreement between Mucho Gusto and the buyer;

The buyer: a natural person acting in exercise of his profession or business or a legal person entering into a (purchase) agreement with Mucho Gusto.

Any deviations from the provisions in these GTC can exclusively occur in writing. The remaining provisions remain in full force when deviating from any section of these GTC.

Unless otherwise agreed in writing, Mucho Gusto will not recognise any third party general or specific terms and conditions or clauses.

Article 2: Agreements

An agreement will not be concluded until the order has been accepted by Mucho Gusto. Mucho Gusto reserves the right to either refuse orders, or to subject the delivery to certain conditions. In case an order will not be accepted, this will be communicated within five working days after the order has been received. In no way can Mucho Gusto be obligated by buyer to deliver and / or to compensate for damages in any shape or form. This article also applies when the order is placed by means of a signed purchase order.

Article 3: Prices and delivery of goods

Prices

3.1 All offers by Mucho Gusto are without obligation. Mucho Gusto expressly reserves the right to change prices, in particular if this is necessary based on (statutory) provisions.

3.2 Prices mentioned for offered products are expressed in euros, including VAT, unless expressly stated in the offer to exclude VAT. Shipping costs to an address within the Netherlands are (unless otherwise specified) at the expense of the buyer for any individual order up to an amount of € 1,500.00 excluding VAT. In case the individual order exceeds this amount, the shipping costs will be at the expense of Mucho Gusto.

3.3 For shipments outside the Netherlands, the shipping costs will be at the expense of the buyer.

3.4 Mucho Gusto cannot be obligated to uphold any errors in advertised prices, for example resulting from typing errors, clerical errors or misprints. No rights can be derived from incorrect price information.

Delivery

3.5 Mucho Gusto aims to ship all orders at the latest within 20 working days after the agreement between buyer and Mucho Gusto has been concluded. Delivery to the delivery address provided in the order will occur by a carrier nominated by Mucho Gusto. The buyer will be notified if for whatever reason, the term of delivery is going to be exceeded.

3.6 Exceeding the mentioned term of delivery does not give the buyer the right to damage compensation, to terminate the agreement or to default on any obligation following from this agreement or from any agreement associated with this agreement.

3.7 Delivery in instalments is allowed.

3.8 Mucho Gusto will have met its delivery obligation once the shipment has been offered for delivery. In case the offered shipment is refused or does not get picked up, any return costs or storage costs, as well as the risk of damage or loss of the shipment will be completely at the expense of the buyer.

3.9 Offered goods will be as clearly and truthfully depicted and / or described as can reasonably be required. Given the manner in which the goods are produced, as the buyer is expected to be aware of at the time the agreement is concluded, it could, however, occur for colour, type, changes in text or price, to deviate from reality.

3.10 Mucho Gusto is never responsible for consequential loss.

Article 4: Payment and extrajudicial costs

4.1 Unless otherwise agreed, payment of the invoice sent by Mucho Gusto should occur within 14 days after the signing date of the invoice, which can be considered a final deadline as meant in section 6 (83) (1) (a) of the Netherlands Civil Code. As of the 14th day, Mucho Gusto will be entitled to a contractual interest rate of 2% per month, without having to notify the buyer (in writing) of being in default. In case the buyer defaults on, or incorrectly meets any obligations which follow from an agreement, hereby including defaulting on any previously concluded agreements, Mucho Gusto is authorised to suspend the execution of the agreement.

4.2 Parties will agree that Mucho Gusto has the right to request for tendering of payment as mentioned in section 6 (45) of the Netherlands Civil Code. In case of a purchase agreement, the limitation period of a claim for payment of the purchase price lapses after five years.

4.3 After the final deadline as mentioned in Article 4.1 has lapsed, Mucho Gusto has the right to outsource the debt collection, in which all the (extra)judicial costs will be at the expense of the buyer. As of that moment, the buyer will fall under the regime as mentioned in the Extrajudicial Collection Costs Reimbursement Decree.

4.4 In the event of any default by the buyer, Mucho Gusto also has the right to offset any amounts conditionally owed by and / or reasonably expected to become due from the buyer against any amounts which they owe to the buyer and / or are reasonably expected to become due to the buyer.

4.5 In the case of bankruptcy or a suspension of payment (or a request thereto) on the part of the buyer, any amounts owed to Mucho Gusto will be immediately claimable, Mucho Gusto will have the right to immediately dissolve the concluded agreements and to suspend its obligations with regard to any orders placed as of that moment.

Article 5: Purchase on approval

In the event an agreement is concluded between Mucho Gusto and buyer, which can be considered an agreement as meant in book 7, title 1, section 9 of the Netherlands Civil Code, buyer should notify Mucho Gusto within seven days of receipt, whether or not he wishes to return the goods. Should the buyer fail to notify Mucho Gusto within aforementioned term of his intent to return the delivered goods, the purchase will be deemed concluded. In case the buyer notifies Mucho Gusto within the stipulated term of his intent to return the delivered goods, then these goods have to be either sent or delivered to Mucho Gusto within two days after this notification. In this case, the shipping costs for returning the goods will be at the expense of the intended buyer.

Article 6: Ownership of goods

The ownership of the delivered goods will not pass to the buyer until such time as buyer has met all obligations owed to Mucho Gusto deriving from the concluded agreement(s) with regard to the respective delivered goods.

Article 7: Complaints

7.1 The buyer is obliged to inspect the delivered goods immediately after their delivery and to immediately and in writing, yet in no event later than five working days after receiving the delivery, notify Mucho Gusto of any defects found. Aforementioned term also applies in the event a defect is found at a later point in time. The five day term will then start at the moment a defect becomes apparent at a later point in time, or in any case when the defect could have been established objectively. Notifications should occur by registered mail or email (info@muchogusto.nl).

7.2 In the absence of a timely notification, any rights deriving from the non-conformity of the delivered goods shall lapse. In any event, the limitation period of any legal claims by the buyer shall lapse within one year after Mucho Gusto is notified of the defect.

Article 8: Liability

8.1 Mucho Gusto, its subordinates or any third parties engaged by Mucho Gusto and / or its delivered goods, are explicitly excluded from any liability in the broadest sense for damages of whatever nature, directly or indirectly, including loss of profit, consequential loss, damage to movable or immovable property and / or to persons.

8.2 Mucho Gusto does not accept any liability for possible damage deriving from the use of the products of Mucho Gusto.

8.3 Any liability of Mucho Gusto towards the buyer will in any case be limited to no more than the invoice amount which the buyer owed to Mucho Gusto following the respective agreement or individual order, yet subject to a maximum amount of € 1,500.00 excluding VAT.

8.4 Unless there is a demonstrable intent or gross negligence on the part of Mucho Gusto, Mucho Gusto shall not be liable for misunderstandings, defects, delays or improper transmission of orders and communications as a result of the use of the internet or any other means of communication in the dealings between either the buyer and Mucho Gusto, or between Mucho Gusto and third parties, to the extent this is in regard to the relationship between the buyer and Mucho Gusto.

Article 9: Force Majeure

9.1 In the event of force majeure, Mucho Gusto reserves the right to, at its own discretion, either suspend its obligations with regard to the order of the buyer, or to dissolve the agreement without judicial intervention, doing such by notifying buyer in writing and without being obliged of paying any compensation, unless this would be unacceptable in terms of reasonableness and fairness under the given circumstances.

9.2 Regarded as force majeure will be any default which cannot be attributed to Mucho Gusto because no blame is attributable to them and they cannot be held responsible pursuant to the law, legal act or generally accepted practice.

Article 10: Applicable law and authorized court

All rights, obligations, offers, orders and agreements to which these general terms and conditions apply are solely governed by Dutch law and the Limburg Court is the exclusive authority to be notified in case of any possible disputes.

Article 11: Contact information and identity of Mucho Gusto

Name: MUCHO GUSTO B.V.
Registered office: Gronsveld, municipality of Eijsden-Margraten
Visiting address: Kampweg 37, 6247 AR Gronsveld
Telephone no.: +31 (0)43 408.50.64
Email address: info@muchogusto.nl
Chamber of Commerce no.: 54315921
VAT and identification no.: NL 851255346B01