Terms and Conditions - B2B

Article 1. Definitions and application
These terms and conditions apply to every quotation, offer, order, agreement and delivery by Via Nova B.V. to a business customer in the United Kingdom or otherwise contracting under these terms.

“Customer” means any business, company, partnership, sole trader, reseller, distributor, hospitality operator or other professional purchaser who buys products from Via Nova other than as a consumer.

Via Nova B.V. is a Dutch private limited liability company with statutory seat in Riethoven, The Netherlands, trading under the name Via Nova.

Any deviation from these terms is valid only if confirmed in writing by Via Nova. The customer’s own terms and conditions are expressly rejected unless Via Nova has accepted them in writing.

Article 2. Offers, orders and contract formation
All offers, quotations and price lists issued by Via Nova are non-binding unless expressly stated otherwise in writing. A contract is formed only when Via Nova confirms the order in writing or electronically, or when Via Nova starts performance of the order.

Obvious errors, omissions, typing mistakes or publication errors in offers, price lists, websites, catalogues or order confirmations do not bind Via Nova.

Article 3. Products, quality and information
Via Nova supplies products in accordance with the specifications agreed between the parties. Coffee is a natural product. Normal differences in flavour, colour, roast, batch, harvest, aroma, weight or packaging are not defects. Information supplied by Via Nova about flavour profiles, brewing advice, origin, shelf life, allergens, use or storage is prepared to the best of Via Nova’s knowledge. The customer remains responsible for checking suitability for its intended professional use.

The customer must store the products in accordance with Via Nova’s instructions and under conditions suitable for coffee products. Damage, quality loss or complaints resulting from incorrect storage, moisture, heat, direct sunlight, opened packaging or incorrect use are for the customer’s account and risk.

Article 4. Customer compliance, food safety and traceability
The customer is responsible for compliance with all laws and regulations relevant to its own business operations, including food safety, storage, preparation, labelling, traceability, advertising, resale and information to end customers.

The customer must keep batch numbers, best-before dates and other traceability information for the period required by law and must provide such information to Via Nova upon first request.

If the customer becomes aware of a potential safety, quality or conformity issue concerning Via Nova products, it must inform Via Nova immediately in writing.

The customer may not initiate a recall, public warning or customer communication concerning Via Nova products without prior consultation with Via Nova, unless immediate action is legally required.

Article 5. Prices and taxes
All prices are in GBP unless otherwise agreed and are exclusive of VAT, customs duties, excise duties, levies, import duties, transport, insurance and other government or third-party costs, unless expressly stated otherwise in writing. Via Nova may pass on price-increasing factors arising or changing after the contract is formed, including increases in raw material prices, transport costs, exchange rates, packaging costs, labour costs, customs costs and government measures, to the extent permitted by law.

Upon request, Via Nova will provide a reasonable explanation of any price adjustment.

Article 6. Payment
Invoices must be paid within 14 days of the invoice date, unless otherwise agreed in writing.
If the customer does not pay on time, the customer is automatically in default. Via Nova may claim statutory interest, fixed compensation and reasonable debt recovery costs in accordance with applicable late payment legislation, in addition to any other rights available to Via Nova.

Via Nova may require advance payment, security or payment in instalments and may suspend deliveries while the customer has not fully met its payment obligations.

Objections to an invoice must be made in writing and with reasons within 7 days of the invoice date. A dispute concerning part of an invoice does not suspend the obligation to pay the undisputed part.

Payments are applied first to costs, then to interest and then to the oldest outstanding principal amount.

Article 7. Delivery and risk
Delivery times are estimates and are not of the essence unless expressly agreed in writing.

If Via Nova arranges delivery to the customer's address, risk passes when the products are delivered to that address or made available for unloading there. If the customer arranges collection or transport, risk passes when the products are made available to the customer or its carrier.

The customer must ensure that the delivery location is accessible, safe and suitable for receipt of the products. Additional costs caused by incorrect delivery information, failed delivery, waiting time or access restrictions may be charged to the customer.

Article 8. Inspection, complaints and returns
The customer must inspect the products immediately upon receipt for visible damage, quantities and packaging. Visible defects and shortages must be reported to Via Nova in writing and with reasons within 48 hours after receipt. Other complaints must be reported without delay after discovery and in any event within 7 days.

A complaint must include the order number, batch number, best-before date, photographs of the product and packaging where relevant, and a clear description of the issue.

Products subject to a complaint must be kept by the customer until Via Nova has had a reasonable opportunity to inspect or assess them, unless Via Nova instructs otherwise in writing.

Complaints do not suspend the customer's payment obligations. Returns are permitted only after Via Nova's prior written consent and in accordance with Via Nova's return instructions.

Article 9. Retention of title
All products supplied by Via Nova remain the property of Via Nova until the customer has paid in full all amounts due to Via Nova under the relevant contract and any related claims.

Until ownership passes, the customer must keep the products carefully and, where reasonably possible, identifiable and separate from products belonging to third parties.

Until ownership passes, the customer may not pledge, charge, encumber or otherwise dispose of the products except where resale in the ordinary course of business has been expressly agreed by Via Nova and is in accordance with Article 10.

If third parties seize or claim rights over products subject to retention of title, the customer must inform Via Nova immediately in writing.

Article 10. Resale, distribution and use of brand
The customer may not sell Via Nova products as an official reseller, distributor, marketplace seller, agent, franchisee or exclusive partner, nor resell, bundle, repack or relabel products under the Via Nova brand, unless Via Nova has given prior written permission.

The customer may not use the Via Nova name, logos, trademarks, packaging designs, product photographs, texts, domain names, social media accounts or other brand materials without Via Nova's prior written permission. Approved brand use must always comply with Via Nova's written instructions, brand guidelines and quality requirements. Via Nova may withdraw permission on reasonable grounds.

The customer must not make statements or create the impression that it is part of Via Nova, an official Via Nova partner or an exclusive reseller unless this has been confirmed in writing by Via Nova.

Article 11. Intellectual property
All intellectual property rights relating to Via Nova products, packaging, designs, labels, documents, photographs, content and other materials belong exclusively to Via Nova or its licensors.

Nothing in a contract transfers any intellectual property rights to the customer.

Article 12. Warranties and exclusions
Via Nova warrants that products will materially conform to the agreed specifications at the time of delivery.

All other warranties, conditions or terms which might otherwise be implied by statute, common law or trade usage are excluded to the fullest extent permitted by law.

The customer is responsible for determining whether the products are suitable for its intended use, preparation method, resale channel or end-customer proposition.

Article 13. Liability
Via Nova's liability is limited to direct loss and to the invoice amount of the relevant delivery, or, if higher, the amount actually paid out under an applicable liability insurance policy for the relevant claim.

Via Nova is not liable for indirect loss, consequential loss, loss of profit, loss of revenue, loss of goodwill, reputational damage, business interruption, missed savings or loss arising from incorrect storage, processing, labelling, preparation, mixing, repackaging, resale or other acts or omissions of the customer.

Via Nova is not liable for recall costs to the extent such costs result from incorrect storage, processing, labelling, preparation, mixing, repackaging, resale or other acts or omissions of the customer.

Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

Article 14. Indemnity
The customer indemnifies Via Nova against all third-party claims, losses, fines, penalties, costs and expenses arising from the customer's resale, storage, processing, preparation, labelling, marketing or other use of the products, except to the extent caused by Via Nova's own breach of contract or negligence.

Article 15. Force majeure
Via Nova is not required to perform any obligation if performance is prevented or delayed by circumstances beyond its reasonable control. Force majeure includes supplier failure, crop failure, quality issues at origin or roastery, transport disruption, war, pandemic, fire, cyber incidents, energy failure, import or export restrictions, customs delays and government measures.

During force majeure, Via Nova's obligations are suspended. If the force majeure situation lasts longer than 60 days, Via Nova may terminate the contract in whole or in part without liability for damages.

Article 16. Suspension, termination and consequences
Via Nova may suspend performance or terminate the contract in whole or in part if the customer breaches its obligations, fails to pay on time, becomes insolvent, enters administration, liquidation or any similar procedure, ceases business, or if Via Nova has reasonable doubts about the customer's creditworthiness.

In such cases, all amounts owed to Via Nova become immediately due and payable. Suspension or termination does not affect Via Nova's rights to payment, damages, interest and costs.

Upon termination, any right to use Via Nova brand materials or to present the customer as a reseller, distributor or partner of Via Nova immediately ends.

Article 17. Confidentiality and data protection
Each party must keep confidential any non-public commercial, technical, financial or operational information received from the other party in connection with the contract.

Via Nova processes personal data in accordance with applicable privacy and data protection laws and its privacy notice, as published on the Via Nova website.

Article 18. Governing law and jurisdiction
All legal relationships between Via Nova and the customer are governed by the laws of England and Wales.
The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Disputes are submitted exclusively to the courts of England and Wales, unless mandatory law requires otherwise.