

# General Terms and Conditions

Please visit this site regularly, to stay informed about the current version of our General Terms and Conditions.

## I. Applicability and Scope

The use of the websites of the Bernhard Rothfos Intercafé AG, Bahnhofstrasse 22, 6300 Zug / Switzerland (hereafter referred to as the "owner" and the "website(s)") is subject exclusively to the General Terms and Conditions entailed herein. The owner may expand, adapt and otherwise modify any part of these General Terms and Conditions at any time. By using this website, the user agrees to comply with the General Terms and Conditions in the version currently valid at the time of use.

## II. Availability

The owner provides the contents of the website for viewing or downloading. The owner is entitled, at any time and without prior notice, to limit the accessibility or availability of the contents and to discontinue the website, in part or in its entirety. The owner makes no guarantee concerning the uninterrupted availability of the website.

## III. Registration

The use of the contents of this website can be protected by login (access control), whereby access to certain content shall be granted only to registered users. The owner reserves the right to limit access to any content which had previously been unrestricted.

Any user undertaking on-line registration agrees to provide truthful information and, in case of any changes to information provided, shall inform the owner of such change promptly and, where applicable, in on-line form. The user shall be accessible under the email address provided by him/her during the registration. The owner may decline to perform registration for a user.

Following registration, the user will receive a username and password. The user will keep the username and password confidential and is responsible for all actions undertaken using the username and/or password. The user agrees to inform the owner of this website immediately upon learning of any misuse of the username and/or password by unauthorized third parties.

The owner is authorized to cancel the registration at any time, without prior notice or explanation. The user may, at any time, demand the cancellation of his/her registration in writing provided that the cancellation does not affect contractual obligations effective at the time of cancellation. The owner shall, in the case of cancellation of a registration, delete all data pertaining to the user as soon as such data are no longer are needed.

## IV. Rights

The contents of this website may not be modified, copied, distributed, sold, leased or rented, used, edited or commercially used with the express, prior, written consent of the owner. Should be user supply concepts, ideas and suggestions via the website, the owner shall be allowed to develop, improve and deploy for marketing the products and services of the owner, without payment of royalties or fees to the user for such concepts, ideas and suggestions.

The owner grants to the user a non-exclusive and non-transferable right to use the contents of the website in such scope and manner as are consistent with the purpose evinced through the publication of the website by the owner. The contents or parts thereof may not be sold, leased or rented or otherwise transferred by the user to

third parties. Except as explicitly provided for by law, the user is not allowed to change, edit to an earlier version or translate any content of the website or part thereof.

The contents and this website in their functions and individual layout are protected by copyright laws and international copyright contracts, and by further legal instruments and agreements regarding intellectual property. The user is obliged to observe these laws, contracts and provisions.

The user is entitled only to those rights here specified, specifically excluded are any rights or entitlements regarding the name and company of the owner and regarding commercial copyright and other laws regarding patents, petty patents or trademarks. The owner has no obligation to grant these or similar rights.

#### V. Duties

The user agrees not use this website to damage or defame persons, violate generally accepted norms of behaviour or infringe upon commercial copyrights, trademarks or other intellectual property rights. The user shall further not send, save or otherwise disseminate viruses, including so-called Trojans and such other software as may cause damages to other programs, hyperlinks or other contents to which the user is not authorized, especially when such hyperlinks or other contents are confidential or illegal, contain advertisements or unsolicited emails (so-called "spam"), false warnings concerning viruses, computer malfunction and similar so-called "hoaxes", invitations to participate in lotteries, gambling, snowball or chain letters, and other games and activities of chance, deception or fraud.

#### VI. Websites Belonging to Third Parties

This website may include links to other, external websites. The owner assumes neither responsibility for nor endorsement of the contents or information present on such external, linked website(s). The use of such external links contained in this website and of the linked external websites is solely at the risk of the user.

#### VII. Liability

Any liability of the owner is excluded to the extent permitted by law.

In particular, the owner provides no guarantee regarding the absence of viruses on this website. Before downloading any contents, the user should, in his/her own interest, ensure that appropriate security and virus software are installed and in use on his/her computer.

## VIII. Additional terms for offers on the NKG Quality Services website (courses and web shop)

### A. General

#### 1. Scope

All offers on the NKG Quality Services website are subject to these additional terms of use for offers. The user accepts these additional terms of use by registering or placing an order.

#### 2. Prices

The prices on the NKG Quality Services website are in CHF, strictly net. The prices quoted do not include freight, postage or customs duties. For courses which are held in Switzerland the normal Swiss VAT applies. VAT will also be charged for products dispatched within Switzerland and does not apply to products shipped internationally.

#### 3. Payments

Payments must be made via PayPal and or invoice. The confirmation of the receipt of payment is the prerequisite for admission to courses or the shipment of products. In the case of payment by invoice, the buyer agrees to an invoice sent electronically to the e-mail address provided by him.

#### 4. Copyrights

All content contained or available on the NKG Quality Services website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, as well as any intellectual property rights therein, including but not limited to copyright, patent rights and/or related know-how, are the property of BRIC or its content suppliers and are protected by applicable intellectual property laws. The compilation of all content contained in an NKG Quality Services service or provided through NKG Quality Services is the exclusive property of BRIC and is protected by applicable intellectual property laws.

#### 5. Brands

All graphics, logos, page headers, button icons, scripts and service names contained in NKG Quality Services' service offerings or offered by NKG Quality Services are protected by intellectual property laws, e.g. by registered trademarks, name rights, company names, possible copyrights of BRIC and/or the Federal Act against Unfair Competition and may not be used in connection with products or services that do not originate from Bernhard Rothfos Intercafé AG or NKG Quality Services, or in any manner that could cause confusion among customers or that disparages or discredits NKG Quality Services.

#### 6. Electronic transmission of messages

The user agrees to receive electronically all communications, agreements, documents, notices and disclosures (hereinafter referred to as "Communications") relating to orders of articles and bookings of courses. Public notices will be published on the Website. Personal notifications are sent by e-mail to the e-mail address stored in the user's customer profile.

## B. General Terms and Conditions for Courses

### 7. Training course offer

The provider offers three different course types:

- NKG Quality Services programs designed by the provider.
- Specialty Coffee Association (SCA; registered trademark) CSP (Coffee Skills Program) where the program design, content, material, methodology, test protocols and certification standards and rules for admission are held by SCA.
- Coffee Quality Programs (CQI; registered trademark) where the program design, content, material, methodology, test protocols, certification standards and approval rules are held by CQI.

The provider reserves the right to change the courses offered on the NKG Quality Services website (including program, schedule, prices and offers) at any time at its discretion.

### 8. Infrastructure

The supplier's coffee laboratory, which is located on its premises in Zug, Switzerland, is certified by SCA and CQI. The supplier undertakes to keep these certifications valid during the performance of SCA and CQI training courses.

### 9. Instructors

The SCA and CQI certification courses offered by the provider are conducted exclusively by instructors who hold a valid certificate from the respective organization for the program offered.

### 10. Content of the courses and course certification

The content of a course is described in the respective announcement.

The certification programs are subject to guidelines and standards developed by SCA or CQI. The provider has no influence on the standards and must comply with them.

A successful passing of the test protocol according to the standards and requirements of the respective organization - SCA or CQI - entitles to the respective certificate. The certificates are issued by the certification body, not by the provider. According to the standards of SCA and/or CQI, the participant has no legal claim to a positive examination result or a course certificate. The examination result is final and cannot be contested.

**“Stay fit for Cupping”** is a calibration instrument. It helps a cupper to detect where to improve and offers the possibility to compare their results with other cuppers. The applied guidelines correspond to the SCA Cupping Protocol. The product includes access to coffee samples from different origins and qualities provided by NKG Quality Service and the software application CROPSTER CUP to score the coffees and monitor the individual sensorial performance following the SCA cupping protocol.

## 11. Number of participants

In order to be able to carry out the courses under optimal conditions, the provider sets a minimum and maximum number of participants for each course. The participants will be considered in the order of registration, provided that the payment of the course fee is confirmed within the payment period.

If demand for a particular course exceeds supply, the provider may, at its discretion, suggest alternative dates or plan new courses.

## 12. Registration

In order to register for an advertised course, the participant must complete the form available on the website. The registration period starts with the publication of the program on the website and ends 14 calendar days before the start of the course.

Upon electronic submission of the registration, the registration for the course is binding and the participant is obliged to pay the full participation fee. Failure to pay the course fee will not be considered as a cancellation or termination of the agreement.

The registration for certification programs is divided into two parts. It takes place first on the NKG Quality Services website and then automatically on the website of the certification body (SCA or CQI). The provider has no influence on the acceptance of the application by SCA or CQI. Registration becomes binding only after successful registration with SCA or CQI.

Registration requests by courier or e-mail can unfortunately not be considered due to the involvement of the site of the respective certification body.

## 13. Registration data

The provider requests the following personal information on the registration form: Title, first name, last name, e-mail, company, address, country, telephone number.

This personal information will be treated in accordance with the provider's [privacy policy](#).

Personal information entered on certification authority websites is outside the control of the provider and is not covered by the provider's privacy policy.

The provider's instructors have access to your personal information on the certification authority's website. They will upload additional information, mainly test results, but will never download personal information from these websites.

## 14. Payment

The course fee, including VAT, is due upon registration of the participant. Payment must be made within 14 calendar days after the date of registration.

The payment takes place via PayPal and or by invoice. In the case of payment by invoice, the buyer agrees to an invoice sent electronically to the e-mail address provided by him/her. Only the confirmed receipt of payment after the registration entitles the participant to participate in the program.

If the payment confirmation is not received within 14 calendar days from the registration date, the corresponding registration will automatically and irrevocably be cancelled. If the person wishes to renew the registration, this will be treated as a new registration.

## **15. Cancellation terms**

If the participant is unable to participate in a course, the provider must be informed immediately and in writing - by letter post or e-mail. The date of receipt of such written notification is decisive for any refund of the course fee. The following refund guidelines apply:

- Cancellation up to 4 weeks before the course starts = 100% of the course fee will be returned
- Cancellation up to 2 weeks before the course starts = 50% of the course fee will be returned
- Cancellation less than 2 weeks before the course starts = no refund

The participant has the possibility to name a substitute participant instead of cancelling the participation. An exchange is subject to acceptance by the certification bodies and can take place up to 3 working days prior to the start of the course.

## **16. Cancellations by the provider**

If the minimum number of participants is not reached, the provider reserves the right to cancel the course. The paid course fees will be refunded in full to the respective participants.

Should unavoidable and unforeseen circumstances prevent the organization or execution of the course by the provider (e.g. unavailability of the trainer due to travel delays, illness, accident, unavailability of the laboratory), the provider reserves the right to cancel or postpone the course. If possible, the provider will offer an alternative date for the course. If the participants are unable to attend the alternative date, the course fees will be refunded.

Any further claims of the participants for damages (e.g. travel expenses, hotel reservations, other) are excluded to the extent permitted by law.

## **17. Insurance and liability**

The participant is responsible for his own insurance cover (e.g. with regard to cancellation costs, civil liability towards third parties as well as for accidents and illness).

The participants are obliged to observe the house rules of the course location.

The use of the facilities and equipment at the course location before, during or after the course is at the participants' own risk.

The provider excludes any liability, including liability for auxiliary persons, to the extent permitted by law.

The provider does not accept any liability for theft, loss or damage of the participants' property.

## 18. Services by third parties

### PayPal

PayPal is an accepted payment method. Participants are subject to PayPal's terms and conditions when using the PayPal platform.

### Google Earth

Google Maps has been integrated into the NKG Quality Services website to facilitate travel planning for participants. Google Maps is operated by Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA, 94043, USA. The webpage will be referenced accordingly.

With the use of the tool the participants are subject to the general terms and conditions of Google Maps for the use of the software: [https://www.google.com/intl/en\\_ch/help/terms\\_maps/](https://www.google.com/intl/en_ch/help/terms_maps/) (external webpage).

### Instagram

The provider uses Instagram on the NKG Quality Services website. Instagram is a service provided by Instagram Inc. The integrated "Insta" button on the NKG Quality Services website notifies Instagram that the visitor has visited the appropriate page on our website.

If the visitor is logged into Instagram, Instagram can associate the visit to our site with the visitor's Instagram account and link the data to it. The data transmitted via the "Insta" button is stored by Instagram. For more information about the purpose and scope of the data collection, its processing and use, and the related rights and privacy settings, please refer to the Instagram Privacy Policy at: <https://help.instagram.com/155833707900388> (external webpage).

To prevent the link that Instagram creates between the NKG Quality Services website and the respective Instagram account, visitors must first log out of their Instagram account before visiting the NKG Quality Services website.

### CROPSTER CUP

In order to carry out a calibration, you have the option of using the Cropster Cup software application from Cropster GmbH for which you need a Cropster account. Cropster Cup is offered by the external service provider Cropster GmbH based in Innsbruck.

If you use Cropster Cup, you and the external service provider Cropster GmbH will establish a separate contractual relationship with your own rights and obligations. Cropster GmbH and not NKG Quality Service and/or Bernhard Rothfos Intercafé AG itself owes the provision of the respective service. This contractual relationship is subject to separate conditions. Neither NKG Quality Service nor Bernhard Rothfos Intercafé AG is an agent or seller of the software application Cropster Cup and assumes no liability or warranty with regard to the use and functionality of Cropster Cup.

## 19. Photographic pictures

On behalf of SCA and CQI, the provider may take pictures during the events and send these pictures to the certification body, use them on its website or publish them on Instagram.

If a participant does not agree to the use of his/her image as described above, he/she is requested to indicate this by ticking the appropriate box when registering.

Participants are not allowed to take their own pictures, film or sound recordings during the program and on site.

## C. General Terms and Conditions for the web shop

### 20. Web shop

In the web shop on the NKG Quality Services website, the provider offers various products for sale. SCA Course samples can only be ordered by authorized SCA (Specialty Coffee Association) trainers for a specific course.

### 21. Order and payment

Orders are placed exclusively via the web shop. By sending the completed order form, the buyer submits a binding request to purchase the selected products.

The payment of the purchase price for the product takes place via PayPal and or by invoice. The order process is completed only after confirmation of the payment receipt.

### 22. Terms of Delivery

The provider will dispatch the ordered products after receipt of the payment confirmation.

Unless otherwise agreed, delivery will normally be made via DHL as follows:

- For delivery in Switzerland: ex warehouse, freight paid, including VAT.
- For international delivery: ex warehouse, carriage paid, exclusive of VAT, plus customs duties and charges.

### 23. Availability

The provider endeavours to ensure the availability of the products offered for sale on the website. However, it is possible that certain products may be temporarily sold out or permanently withdrawn from the offer.

Since the order process is not completed until payment is confirmed, certain products may be sold out in the period between the time the order is placed and the time the payment is received.

In such cases, the provider will contact the buyer and offer an alternative solution. If this solution is not suitable for the buyer, the amounts paid will be refunded in full.

### 24. Transfer of risk

The responsibility for the order passes to the buyer upon hand-over to the courier service. The provider does not insure the order against damage or loss during transport.

### 25. Defects and warranty

Upon receipt, the buyer is obliged to check the quality of the delivered goods and to notify any defects immediately in writing. Seven calendar days after receipt, the delivery shall be deemed accepted and all claims forfeited.

In case of a timely and justified notice of defects, the provider will at its discretion offer a replacement delivery or a refund of the payment. All other warranty claims are excluded. In particular, damages caused by improper storage will not be reimbursed.

### 26. Disclaimer

The provider excludes any liability, including liability for auxiliary persons, to the extent permitted by law.



When selling coffee samples for tasting, certain quality defects are intended. These do not justify any claims against the provider.

## **27. Sanctions and export policy**

Persons with their registered office, residence or a branch in countries subject to the relevant sanctions of the U.S. government, the EU or the UN are prohibited from obtaining goods and services from the provider. All restrictions of the USA, the EU or the UN regarding export and re-export regulations that apply to goods, software, technology and services must be complied with.

## **28. Contact details for all inquiries regarding courses and web shop**

NKG Quality Services  
c/o Bernhard Rothfos Intercafé AG  
Bahnhofstrasse 22  
6300 Zug  
Schweiz

Phone +41 41 728 72 60

E-Mail: [Contact Form](#)

## **IX. Severability clause**

All provisions of these General Terms and Conditions must be interpreted in such a way that they are effective and valid under applicable Swiss law. If individual provisions are invalid or unenforceable, the validity of the remaining provisions will not be affected. The ineffective provision will be replaced by a provision which most closely reflects the economic intentions of the contracting parties.

## **X. Choice of law / place of jurisdiction**

These general terms and conditions are subject to the substantive laws of Switzerland. The Vienna convention on the international sale of goods is expressly excluded.

Unless otherwise provided by mandatory law, the ordinary courts in Zug shall have exclusive jurisdiction over any disputes arising out of or in connection with these General Terms and Conditions and/or the contracts covered by them.

Version: December 2019

# Imprint

NKG Quality Service, a department of Bernhard Rothfos Intercafé AG

## Contact Address

NKG Quality Service  
c/o Bernhard Rothfos Intercafé AG  
Bahnhofstrasse 22  
6300 Zug  
Switzerland  
E-mail: [Contact Form](#)

## Authorised representatives

Markus Schneider  
Urs Kindler

## Commercial Register Entry

Registered company name: Bernhard Rothfos Intercafé AG  
Commercial Register Number: CH-170.3.013.202-9  
Commercial Register Office: Zug

## VAT number

CHE-106.223.869

## Disclaimer

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Liability claims against the author for damages of a material or immaterial nature arising from access to or use or non-use of the published information, from misuse of the connection or from technical faults are excluded.

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## Liability for links

References and links to websites of third parties are outside our area of responsibility. Any responsibility for such websites is rejected. Access to and use of such websites is at the user's own risk.

## Copyrights

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Version dated December 2019

NKG Quality Service, a department of Bernhard Rothfos Intercafé AG