

### 1.3 Terms of sale and delivery for technical service

Version 2026.1

#### 1. Application:

These terms (hereinafter referred to as the 'Service Terms') apply to all deliveries under a service agreement (hereinafter referred to as the 'Service Agreement') from JDE Professional ApS (hereinafter referred to as "JDE Professional") to the customer unless JDE Professional has accepted otherwise in writing.

#### 2. Service selection and add-ons:

The customer's choice of service and any additional purchases are stated in the Service Agreement. The Service Agreement covers machines that are or will be delivered by JDE Professional (hereinafter referred to as 'Machines').

Depending on the chosen service and any additional purchases, the Service Agreement includes maintenance and repair of the Machines, including troubleshooting, adjustments, as well as delivery and replacement of spare parts.

In general, service is carried out to the best of our ability at the times or intervals specified in the Service Agreement and the associated Service Terms.

#### 3. Service description:

The Service Agreement includes the following depending on the type of agreement:

##### *Helpdesk*

In case of operational downtime, JDE Professional can be contacted on weekdays between 8:00 AM and 4:00 PM, and on Fridays between 8:00 AM and 3:30 PM at phone number +45 79 31 38 26.

##### *Service Visits*

Service visits are generally carried out Monday to Thursday between 7:00 AM and 4:00 PM, and Fridays between 7:00 AM and 3:30 PM.

##### *Travel, Labour Costs, and Spare Parts*

The Service Agreement covers costs for travel, labour, and spare parts related to service work during the time periods mentioned above.

##### *Service Check*

In the event of operational downtime, the technician performs a service check, which includes repairing the machine, checking its functions, inspecting for limescale, verifying the date on the limescale filter, and correcting any faults found during the functional check.

##### *Please note*

The Service Agreement does not cover installation, dismantling, or relocation of the machine. Changes and adjustments to cup size and mixing ratios (taste) are invoiced based on time spent. The Service Agreement does not cover faults caused by external influences or faults resulting from incorrect operation and/or lack of maintenance.

## Add-ons to the Service Agreement

- Filter Agreement, where JDE ensures replacement of the limescale filter as needed for a fixed annual price.
- Preventive Maintenance, where a technician replaces parts on the machine (not applicable to all machine types).
- Annual Inspection, where an operator replaces small parts on the machine (not applicable to all machine types).
- Monthly Cleaning, where an operator performs cleaning of the machine each month (except July). This also includes the annual inspection.

## Ad Hoc Service Without a Service Agreement

Customers who have not signed a Service Agreement have the following options for ad hoc service:

- Helpdesk available weekdays from 8:00 AM to 4:00 PM, Fridays from 8:00 AM to 3:30 PM
- Service visits are generally carried out within 40 working hours from the time the service request is received
- Labour, travel, and spare parts are invoiced separately

## **4. Partners**

The customer acknowledges and accepts that JDE Professional may use partners/subcontractors in connection with the execution of the Service Agreement.

## **5. Supervision and Maintenance**

The customer must, at their own expense, ensure that the Machines are connected to legal electrical and water installations. The customer is responsible for ongoing supervision and maintenance of the Machines, including cleaning.

## **6. Use of Machines**

The customer is responsible for the correct use of the Machines and for complying with any regulatory requirements related to their use.

Use must be in accordance with the Service Agreement, instruction manuals, and any other instructions from JDE Professional. The customer must bear all costs, both ongoing and one-time, associated with the possession and use of the Machines, unless otherwise agreed in writing. This includes, among other things, costs for electricity and water. Payment for these is made directly to third parties without the involvement of JDE Professional.

## **7. Product Information**

All information provided by JDE Professional regarding the Machine, including recommendations and details about suitability, composition, and usage, is for guidance only.

JDE Professional will, to the best of its ability, advise the Customer regarding the choice of Machine, its use, accessories, product composition, etc.

Such advice or assistance is provided free of charge, and JDE Professional assumes no obligations or liability regarding this advice or assistance, or the results achieved, including testing and selection of the Machine, unless otherwise agreed in writing.

### **8. Modification of Machines**

If customer-owned Machines are dismantled, moved, or otherwise modified by the Customer, any resulting faults will not be covered by the Service Agreement. The Customer must inform JDE Professional of the new location.

Modifications to Machines required to comply with Danish, EU, or other applicable legislation that JDE Professional must adhere to will be carried out at the Customer's expense. JDE Professional will issue a separate invoice for this.

Any costs related to modifications made at the Customer's request will also be borne by the Customer. JDE Professional will issue a separate invoice.

### **9. Accessories for Machines**

Complaints regarding accessory products such as portafilters, etc., are the Customer's own responsibility unless otherwise agreed in writing.

### **10. Water Filter Agreement**

Faults in the machine caused by limescale due to missing water filters or failure to replace the water filter will be invoiced separately.

If the Customer has signed a separate agreement for filter replacement, the replacement will be invoiced separately in accordance with the Service Agreement and JDE Professional's current pricing. This part of the Service Agreement may be terminated in writing by the Customer with three (3) months' notice.

### **11. Delivery of Service**

Service is performed at the Customer's address as specified in the Service Agreement.

If the Customer fails to receive service at the agreed or notified time, JDE Professional reserves the right not to perform the scheduled service inspection.

The Customer is obligated to pay all costs associated with such an unsuccessful attempt to perform service.

### **12. Payment**

The Customer will be invoiced according to the agreement specified in the Service Agreement. Payment is required in advance for the agreed period and is due from the day the Machine is delivered and installed. Payment must be made in accordance with the agreed payment terms.

The Customer is not entitled to offset any payment obligations unless this has been approved in advance by JDE Professional.

### **13. Prices and Price Adjustments**

The agreed prices apply for a period of one calendar year and are automatically adjusted on January 1st each year.

In addition, JDE Professional reserves the right to change the stated prices if there are changes in transport costs, legislation, etc., resulting in cost increases beyond JDE Professional's control.

#### **14. Insurance**

Upon entering into the Service Agreement, the Customer is required to provide documentation that the Machine is covered by insurance. The Customer is also obligated, upon request from JDE Professional, to continuously provide documentation that the insurance is active. The insurance must cover theft, lightning strikes, fire, vandalism, electrical and water damage, and pests.

#### **15. Transfer**

JDE Professional is entitled to transfer rights and obligations under the Service Agreement and associated Service Terms to a third party without prior consent from the Customer.

#### **16. Exclusivity**

The Customer may not perform or allow others to perform service on Machines that, according to the Service Agreement and associated terms, must be serviced by JDE Professional, unless JDE Professional has given prior written consent.

If the Customer violates this prohibition, JDE Professional's responsibility for previously performed service affected by the Customer's actions ceases. This is also considered a material breach of contract.

#### **17. Termination of Service Agreement**

The Service Agreement takes effect when the Machine is delivered and is non-cancellable during the contract period. If the Customer wishes to terminate the agreement before its expiry, the remaining contract amount will be invoiced unless otherwise agreed in writing. Written documentation of any alternative agreement with JDE Professional must be attached to the termination notice. If no written termination is received at least three months before the Service Agreement expires, it will automatically be extended for one (1) year at a time.

For customer-owned **Cafitesse Machines**, the Service Agreement is entered into without a fixed end date and shall continue, unless otherwise agreed in writing, until the customer terminates the agreement in writing in accordance with the applicable notice provisions.

For **Cafitesse Machines**, the price of the Service Agreement shall increase by 30% (thirty percent) after the 7th (seventh) year of operation. The Service Agreement shall otherwise continue unchanged and shall not automatically terminate as a result of the price increase.

For customer-owned Machines **other than Cafitesse Machines**, the price of the Service Agreement shall increase by 30% (thirty percent) after the 7th (seventh) year of operation, after which the Service Agreement shall automatically expire at the end of the 8th (eighth) year of operation, unless otherwise agreed in writing.

For customer-owned, refurbished Machines other than Cafitesse Machines, the expiry date of the Service Agreement shall be determined based on the actual age of the Machine at the time of delivery, unless otherwise agreed in writing.

The Service Agreement will also automatically terminate if any underlying rental or loan agreement related to the Machine ends.

**18. Changes to Sales and Delivery Terms for Technical Service**

JDE Professional reserves the right to make changes to the Sales and Delivery Terms for technical service when deemed necessary.