

## 1.2A Sales and Delivery Terms for the Sale of Machines

Version 2026.1

### 1. Application:

The following terms apply to all deliveries under the sales agreement (hereinafter collectively referred to as the “Sales Agreement”) from JDE Professional ApS (hereinafter referred to as “JDE Professional”) to the Customer, unless JDE Professional has accepted otherwise in writing.

The Sales Agreement may only be amended in writing.

### 2. Partners:

The Customer acknowledges and accepts that JDE Professional may use partners/subcontractors in fulfilling the Sales Agreement.

### 3. Subject Matter:

The Sales Agreement covers machines, equipment, materials, and items that are or will be delivered by JDE Professional (hereinafter referred to as the “Machine”). The Customer acquires ownership of the Machine upon final payment of the invoice.

#### 3.1 Refurbished Machines:

Refurbished Machines shall mean machines that have previously been used, returned, or otherwise put into service, and which have been technically inspected, repaired, and prepared for resale by JDE Professional.

### 4. Installation:

The Customer must, at their own expense, ensure that the Machine is connected to legal electrical and water installations. The possibility for legal connection of electricity and water must be available within 1.5 (one and a half) meters from the location where the Machine is to be installed. JDE Professional will then carry out the installation of the Machine to the legal electrical and water installations.

The Customer must, at their own expense, ensure that the installation site is prepared in a manner suitable for the installation work. This preparatory work must be carried out professionally by the Customer before JDE Professional begins installation. Any partners must be paid directly by the Customer.

Before installation begins, JDE Professional is entitled to request certification that the electrical and/or water installation is legal. If a legal electrical and water installation is not available on the installation date, or if the installation site is not suitably prepared, JDE Professional will invoice the Customer separately for any costs incurred.

The installation date is set by JDE Professional to the best of its ability based on the circumstances known at the time of entering into the Sales Agreement. JDE Professional is entitled, if circumstances require, to postpone an agreed installation date by up to 14 (fourteen) days, unless otherwise agreed in writing. The Customer will be informed accordingly. Such a postponement is not considered a breach of JDE Professional’s obligations.

After installation, the Customer is responsible for the necessary ongoing supervision and maintenance of the Machine, including cleaning and monitoring of water connections.

#### **5. Use of the Machine:**

The Customer is responsible for the correct use of the Machine and for complying with any regulatory requirements regarding its use. The Sales Agreement grants the Customer ownership and use of the Machine, but only in accordance with the Sales Agreement, the Terms of Sale, the instruction manual, and other instructions from JDE Professional. The Customer is obligated to follow these regulations, including any ongoing instructions from JDE Professional regarding usage. The Customer must bear all costs, both ongoing and one-time, related to the possession and use of the Machine, unless otherwise agreed in writing.

#### **6. Accessories for the Machine:**

Accessories such as portafilters, drip trays, funnels, etc., are the Customer's responsibility unless otherwise agreed in writing.

#### **7. Service Agreement:**

As part of entering into the Sales Agreement, the Customer may enter into a service agreement whereby JDE Professional will maintain the Machine. Servicing includes – depending on the service agreement – maintenance and repair of the Machine.

The service agreement may be terminated in writing by the Customer with three (3) months' notice.

#### **8. Delivery:**

The Machine is delivered to the Customer's address as stated in the Sales Agreement, unless otherwise agreed in writing. Delivery is considered completed when the Machine is in the Customer's possession, i.e., when the Customer has signed for receipt. The risk of accidental loss of the Machine passes to the Customer upon delivery. If the Machine covered by a Sales Agreement is destroyed or damaged during use to the extent that it becomes unusable, and this is due to an unforeseeable or unavoidable event, the Customer bears the risk. Upon delivery, the Customer receives instructions from JDE Professional regarding the Machine and is provided with an instruction manual for its use. If the Customer fails to accept delivery at the agreed or notified time, JDE Professional has the right to either cancel or maintain the delivery at its discretion. The Customer is obligated to pay all costs associated with such a failed delivery attempt.

#### **9. Prices and Price Adjustment:**

Prices mentioned in this agreement related to delivery, installation, and dismantling are adjusted annually based on an index.

#### **10. Payment:**

The Customer is invoiced for the Sales Agreement as agreed. Payment must be made according to the agreed payment terms. For sales agreements, the fee is invoiced once delivery has taken place. The

Customer is not entitled to offset payment obligations unless JDE Professional has approved this in advance. JDE Professional reserves the right to require a bank guarantee for the contract amount, including any service, before installation of the agreed equipment.

#### **11. Ownership – Sales Agreements:**

To the extent permitted by applicable law, JDE Professional retains ownership of the Machine under sales agreements until full payment has been made.

#### **12. Customer Information:**

As part of executing the Sales Agreement, JDE Professional registers information about the Customer (name, address, contact person, email, company registration number, etc.). This information is used in connection with fulfilling the Sales Agreement and for potential future marketing to the Customer of products from JDE Professional or affiliated companies, which the Customer consents to by entering into the Sales Agreement.

Before entering into the Sales Agreement, JDE Professional reserves the right to use the mentioned information to conduct a credit assessment of the Customer.

<b>Delivery description</b>	<b>Price 2026</b>
DELIVERY+INSTALLATION	1.740,00
DELIVERY ONLY	580,00
DELIVERY+INSTALL+DE-INSTALL+STR	3.480,00
DELIVERY+INSTALL+DE-INSTALL	2.435,00
DELIVERY+DE-INSTALL+STR	2.320,00
DELIVERY+DE-INSTALL	1.280,00
DE-INSTALLATION FEE	1.740,00
DE-INSTALLATION SOLD MACHINE - NO RETURN	Billed per hour

Modifications to the Machine required to comply with Danish, EU, or other legislation that the Customer must adhere to, and documentation thereof, may be carried out by JDE Professional upon request from the Customer.

#### Service Agreement:

If the Sales Agreement includes a service agreement (“Service Agreement”), the Customer is obligated to exclusively use JDE Professional’s products/ingredients in the Machine in accordance with the Sales and Delivery Terms for Ingredients. If the agreed minimum consumption in the Service Agreement is not met over a 12 (twelve) month period, JDE Professional is entitled to terminate the agreement and be compensated for the missing volume.

If JDE Professional’s products are no longer used in the Machine, JDE Professional reserves the right to terminate the Service Agreement without notice and invoice the Customer for the difference according to the contract’s duration.

#### Duty to Notify:

The Customer is obligated to immediately notify JDE Professional of any changes in the Customer’s circumstances that may affect the fulfillment of the Service Agreement.

Termination of Service Agreement:

The Service Agreement enters into force upon signature by both parties and runs for the agreed period. If delivery and installation of the Machine are delayed by more than 1 (one) month, the Service Agreement enters into force upon completed installation.

JDE Professional may terminate the Service Agreement with 1 (one) month's written notice if the Customer does not meet the agreed minimum consumption. However, JDE Professional may choose to maintain the Service Agreement by issuing a separate invoice to the Customer covering the missing purchase of Ingredients. For this purpose, product throughput is calculated as the average of the last 12 (twelve) weeks of usage, with a minimum as per the contract.

**13. Warranty:**

JDE Professional provides a warranty on new Machines for a period of 12 (twelve) months from the date of delivery, unless otherwise agreed in writing.

For Refurbished Machines, cf. clause 3.1, a warranty period of 3 (three) months from the date of delivery applies, unless otherwise agreed in writing.

The warranty covers exclusively defects and deficiencies attributable to material or manufacturing faults that existed at the time of delivery or arise within the applicable warranty period.

During the warranty period, JDE Professional shall, at its sole discretion, be entitled and obliged to:

- repair the Machine,
- replace defective parts, or
- otherwise remedy the defect.

The warranty does not include a right to replacement of the entire Machine unless required by mandatory law.

The warranty does not cover:

normal wear and tear and consumable parts; defects or damage resulting from improper use, inadequate or insufficient maintenance, lack of cleaning, or failure to comply with JDE Professional's instructions; modifications, repairs, or interventions carried out by parties other than JDE Professional or its authorised partners; or damage caused by external influences, including transport, accidents, fire, water, power failures, or operation outside the Machine's specifications.

The warranty further does not cover indirect losses, including—but not limited to—loss of operating profit, loss of profit, loss of data, or other consequential damages.

Claims for defects must be submitted in writing without undue delay after the defect has been or ought to have been discovered. Failure to do so shall result in forfeiture of the right to assert the defect.

**14. Amendment of Sales and Delivery Terms for the Machine:**

JDE Professional reserves the right to amend these Sales and Delivery Terms for Machines as well as the Service Agreement. JDE Professional is also entitled to transfer rights and obligations under the Service Agreement and its associated terms to a third party without prior consent from the Customer.