

1.2 Terms of sale and delivery for machines (sales, rent, loans)

Version 2025.1

1. Application:

These terms (hereinafter referred to as the “Machine Terms”) apply to all deliveries under the sales, rent, loan or lease agreement (hereinafter collectively referred to as the “Machine Agreement”) from JDE Professional ApS (hereinafter referred to as “JDE Professional”) to the customer, unless JDE Professional has accepted otherwise in writing.

The agreement can only be amended or changed in writing.

2. Business partners:

The customer is aware of and accepts that JDE Professional may use partners / subcontractors in connection with the fulfillment of the Machine Agreement.

3. The Equipment:

The Machine Agreement covers the machines, equipment, materials and articles specified herein that have been or are to be supplied by JDE Professional (hereinafter referred to as “the Equipment”). Upon final payment of the invoice ownership of the Equipment is passed to the customer, whereas the customer obtains a right to use the equipment through lease, rent and loan agreements (hereinafter collectively referred to as the “User Agreement”).

4. Installation:

The customer must at his own expense ensure that the Equipment is connected to legal electrical and water installations. The possibility of legal connection of electricity and water must be available within 1.5 metres from the place where the Equipment is to be installed. JDE Professional is responsible for the installation and connection of the Equipment to the legal electrical and water installations. The customer must at his own expense ensure that the installation site is brought into a condition suitable for the installation work. This preparatory work must be carried out professionally and correctly by the customer before the installation is started by JDE Professional. Any partners must be paid directly by the customer. Before installation begins, JDE Professional is entitled to request certification that an electrical or water installation is legal. If a legal electrical and water installation is not present on the installation date, or the installation site has not been brought into a condition suitable for the installation work, JDE Professional will invoice the customer separately for any costs involved. The installation date is set by JDE Professional to the best of its ability in accordance with the conditions known at the time of entering into the Machine Agreement. If the circumstance so require, JDE Professional is entitled to postpone an agreed installation date by up to 14 days, unless otherwise agreed in writing. The customer will be informed accordingly. Such deferral is not a breach of JDE Professional's obligations. After installation, the customer carries out the necessary ongoing inspections and general care of the Equipment, including cleaning and inspection of water connections.

5. Use of the equipment:

The customer is responsible for the correct use of the Equipment and for the fulfillment of any regulatory requirements with regard to the use. The User Agreement grants the customer a right to use the Equipment, but only in such a way that its use takes place in accordance with the User Agreement, the Machine Terms, the instruction booklet and JDE Professional's other instructions. The customer is obliged to follow these regulations, including JDE Professional's ongoing instructions for use. The customer must bear any expenses, both current and individual, that can be attributed to the possession and use of the Equipment, unless otherwise agreed in writing. This includes, among other things, expenses for electricity and water. To the extent possible payment for this is made directly to third parties without the intervention of JDE Professional.

6. Accessories:

Accessories such as flasks, waste trays, funnels, etc., are the customer's own responsibility, unless otherwise agreed in writing.

7. Water filter agreement:

The User Agreement is entered into provided that the customer has signed a service agreement and connected water filter and ensures maintenance thereof, according to consumption, 1 annual change or in accordance with detailed regulations. If the customer does not fulfill this, JDE Professional's expenses will be invoiced separately. The subscription can be terminated in writing by the customer with 3 months' notice. (Water filter agreement is a requirement for machines owned by JDE, ie on FOL, Rent and leasing agreements, the only exception is here if the customer himself has an approved softening system).

8. Delivery:

The Equipment is delivered to the customer's address as specified in the Machine Agreement, unless otherwise agreed in writing. Delivery is considered to have taken place when the Equipment has come into the customer's possession and the customer has acknowledged receipt. The risk of an accidental destruction of the Equipment passes to the customer upon delivery. If Equipment covered by a User Agreement is destroyed or damaged during the period of use, so that the Equipment becomes unusable, and this is due to an unpredictable or unavoidable event, the customer bears the risk thereof. In connection with the delivery the customer receives an instruction from JDE Professional about the Equipment and is given an instruction booklet about the use of the Equipment. If the customer fails to receive the delivery at the agreed or announced time, JDE Professional has the right to choose to cancel or maintain the delivery in question. JDE Professional is also entitled to sell any Equipment to another party at the customer's expense and risk and to claim compensation for any loss thereby. The customer is obliged to pay all costs in connection with such a futile attempt at delivery.

9. Prices and price regulations:

The agreed prices are valid for a 12-month period. In addition, JDE Professional reserves the right to change the stated prices in the event of changes in transportation costs, laws, etc. that result in a cost increase beyond JDE Professional's control. This will be done with 30 days' notice upon publication on jdeprofessional.dk. When entering into a rent / leasing agreement with JDE Professional's partner, De Lage Landen, any fees will be charged according to De Lage Landen's current price list. For information about price list please contact De Lage Landen, tel. 44 700 700. At the end of the agreement, the customer must arrange for the disassembly and return of the machine to JDE Professional, Nyvang 16, 5500 Middelfart. JDE Professional can assist with dismantling and picking up the vending machine(s) for a fee of DKK 2,000.00 excl. VAT per vending machine

10. Payment:

The customer is invoiced for the User Agreement by agreement. Payment must be made in accordance with agreed payment terms. In the case of sales, rental and leasing agreements, the remuneration is invoiced when delivery has taken place. The customer is not entitled to making set-off in its payment obligations unless JDE Professional has approved this in advance. JDE Professional reserves the right to demand that a bank guarantee payable on first demand be provided on the contract amount before installation of agreed equipment.

11. The use of trademarks

The Equipment is delivered with a visible trademark from JDE Professional, unless otherwise agreed in writing. The customer is obliged to use the visible trademarks as long as JDE Professional's products are used in the Equipment. This applies to rental or loan agreements entered into with JDE Professional. If JDE Professional's products are no longer used in the Equipment, all JDE Professional trademarks must be removed from the Equipment immediately. Otherwise, JDE Professional reserves the right to hold the customer responsible for any claims that arise as a result.

12. Service:

The customer may enter into a separate agreement with JDE Professional that JDE Professional shall perform service regarding the Equipment. The Equipment is then serviced by JDE Professional in accordance with the service insurance. Depending on the type of service insurance the servicing includes maintenance and repair of the Equipment. If the customer has not entered into a service insurance with JDE Professional for purchased Equipment, the customer is responsible for servicing the Equipment, including any kind of maintenance, repair and cleaning. In connection with FOL or rent agreements for spring water a separate agreement on hygiene is required. For coffee machines with fixed water a separate service insurance through JDE Professional is required.

13. Ownership – sales agreements:

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

14. Customer information:

As part of the implementation of the Machine Agreement, JDE Professional registers information about the customer (name, address, contact person, e-mail, VAT number, etc.). The information is to be used in connection with the fulfilment of the Agreement and any subsequent marketing to the customer of JDE Professional's or affiliated companies' products, to which the customer agrees by entering into the agreement.

15. Obligation to make an offer:

Prior to entering into a potential agreement with another supplier regarding competing Equipment, the customer must offer JDE Professional the opportunity in writing to make an agreement on the same documentable terms as offered to the customer.

16. User Agreement, Ownership – option to purchase:

The Customer does not acquire ownership of the Equipment. JDE Professional is entitled to mark the Equipment, which states that it is owned by JDE Professional.

The Equipment may not be inserted or placed at the property of the customer or third party in such a way that JDE Professional's property right may be lost. In such cases, the customer is liable for damages to JDE Professional.

If the customer has entered into a leasing agreement, the agreements with the leasing company are valid, including any agreed balance for the Equipment. JDE Professional may invoke the rights of such leases.

Modification of the Equipment:

Disassembly or other modification of the Equipment may only be carried out by JDE Professional. This applies to rent and loan agreements with JDE Professional.

DESCRIPTION	PRICE 2025
DELIVERY+INSTALLATION	1.655,00
DELIVERY ONLY	550,00
DELIVERY+INSTALL+DE-INSTALL+STR	3.310,00
DELIVERY+INSTALL+DE-INSTALL	2.315,00
DELIVERY+DE-INSTALL+STR	2.205,00
DELIVERY+DE-INSTALL	1.215,00
DE-INSTALLATION FEE	1.655,00
DE-INSTALLATION SOLD MACHINE - NO RETURN	Billed per hour

Changes to the Equipment that must be made to legalize this in accordance with Danish, EU or other legislation that JDE Professional must follow, will be made at the customer's expense. JDE Professional will send a separate invoice for this. In connection with the legalization of the Equipment, documentation for the legalization will be handed over to the customer.

JDE Professional has the right to access the Equipment when required. JDE Professional is entitled to making changes to the Equipment, including replacing it. This applies to leases and loan agreements with JDE Professional.

The use of products:

As long as the User Agreement on FOL, Rent and Leasing agreements is in force, the customer undertakes to use JDE Professional's products only in the Equipment. If the minimum consumption agreed upon in the User Agreement is not achieved over a 12-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 Equipment, JDE Professional reserves the right to terminate the User Agreement without notice and invoice the customer the difference according to the terms of the contract.

Duty to notify:

The customer is obliged to notify JDE Professional immediately if there are changes in the customer's circumstances that are important for the fulfillment of the User Agreement.

Insurance:

Upon entering into the User Agreement, the customer is obligated to provide documentation that the Material is covered by insurance. The customer is also, at the request of JDE Professional, continuously obligated to provide documentation that the insurance is in force. The insurance must cover against theft, lightning, fire, vandalism, electrical and water damage as well as vermin.

Transfer:

JDE Professional is entitled to transferring the rights and obligations under the User Agreement with associated Terms to third parties without the customer's prior consent.

Termination:

The User Agreement enters into force upon signature by the parties and runs without notice for the specified period.

The User Agreement can be terminated by both parties with 1 month's written notice once the non-termination period ends.

If such termination does not occur, the User Agreement is automatically extended by 12 months.

During this 12-month period the User Agreement is non-cancellable. The User Agreement can be terminated by both parties with 1 month's written notice until the end of the 12-month period.

After the expiration of the 12-month period the User Agreement continues until it is terminated by a party with 1 month's written notice.

JDE Professional may terminate the User Agreement with 1 month's written notice if the customer does not comply with the agreed minimum product throughput. However, JDE Professional may instead choose to maintain the User Agreement and send a separate invoice to the customer covering the missing purchase. For this purpose, the product throughput is calculated as the average of the last 12 weeks' throughput, however, at least in accordance with the contract.

Return:

Upon termination of a User Agreement, the customer must return the Equipment to JDE Professional in the same condition as upon delivery except for ordinary wear and tear and aging. The return is carried out by JDE Professional dismantling and removing the system.

At the end of the User Agreement, JDE Professional and the customer review the Equipment at the installation site. JDE Professional then prepares a report at the installation site, which is signed by the customer and subsequently sent to him.

If the Equipment is not returned in accordance with the above, the necessary cleaning, maintenance, repair and other service will be performed by JDE Professional at the customer's expense. JDE Professional submits a separate invoice for this.

17. Product liability

JDE Professional is only liable for damages in accordance with the prescriptive (mandatory) provisions of the Product Liability Act, as a result of defects in the Equipment, if it is documented that the defect is due to errors or negligence on the part of JDE Professional, errors which would not have been detected during customer control.

However, JDE Professional is not liable for indirect losses, including operating and profit losses, that defective Equipment may cause or have caused.

To the extent that JDE Professional may be imposed product liability to third parties, the customer is obliged to indemnify JDE Professional to the same extent as JDE Professional's liability is limited under the Terms

18. Violation:

The general rules of Danish law on violation apply with the following modifications:

Examination:

Immediately upon receipt the customer must undertake a thorough examination of the Equipment to ensure that the delivered Equipment is not defective. Defects that should have been discovered by the customer during such a review cannot subsequently be claimed.

Complaint:

All complaints must be made in writing immediately after the defect is or should have been discovered by the customer. The Customer loses the right to invoke a breach by JDE Professional if the customer does not give written notice to JDE Professional stating the nature of the breach within 3 working days of receiving the Equipment.

A complaint does not entitle the customer to withhold payments or any part thereof.

In any case, all violation rights expire 12 months after the delivery date of new Equipment. For used Equipment the period is 3 months.

Defects:

JDE Professional may choose to remedy any documented defects in the Equipment through a repair, post-delivery, re-delivery or by notifying the customer of a proportionate reduction in remuneration. If JDE Professional has remedied any deficiencies within a reasonable time upon receipt of a written complaint, the customer is not entitled to assert additional violation rights.

The customer is only entitled to a possible termination of the Machine Agreement, if the customer proves that a remedy has not been made within a reasonable time after receipt of the complaint to JDE Professional and the defect can be considered significant.

If it turns out that a defect can be attributed to the customer's own or third party's circumstances, JDE Professional is entitled to calculate a reasonable remuneration to cover troubleshooting and any remedy thereof.

Liability:

JDE Professional is liable for both personal injury and property damage in those cases and to the extent that it is proven that JDE Professional is responsible for this and the insurance event is covered by JDE Professional's combined business and product liability insurance.

JDE Professional is not liable for damage to property caused by external influences.

Among other things, JDE Professional is not responsible for personal injury or property damage caused by the customer's conditions, including the customer's incorrect installation, incorrect use, treatment and storage of the Equipment, lightning or third party conditions, including the electrical and water installation.

In the event of damage to property, compensation may not exceed DKK 35 million per case and / or 70 million per year. In the event of personal injuries, the general rules of Danish law apply.

Only the direct damage caused is compensated. JDE Professional is not liable for indirect losses, including operating and profit losses.

As JDE Professional's liability for property damage is covered by a liability insurance, the customer's possible property damage insurance covers before JDE Professional's liability insurance, therefore notification in these cases must be made to the customer's own insurance company. As a point of departure, JDE Professional must be positioned as if the customer is insured for property damage and is not obliged to pay compensation until the customer has made a report to his insurance company or has documented that he has not taken out insurance covering the damage that occurred. In all cases, the customer must immediately contact JDE Professional after the damage has been established.

Customer violation:

In the case of User Agreements, the customer is responsible for damage to the Equipment, which is caused by the customer himself, the customer's staff or others to whom the customer has given access to the Equipment.

Among other the following are considered material breach of the Agreement by the customer, which entitles JDE Professional to terminate the Agreement:

- The Customer sells, mortgages, lends, rents or in any other way disposes of the Equipment covered by a User Agreement with third parties.
- The customer suspends his payments, is subject to bankruptcy, composition with creditors, debt restructuring or any other form of creditor prosecution, provided this involves a financial risk for JDE Professional.
- The customer does not pay a remuneration with any interest and costs on time.
- The customer uses products not approved for use by JDE Professional.
- The customer does not otherwise correct a breach in a reassuring manner for JDE Professional within 8 days after sending a demand.

Upon termination, JDE Professional is entitled to immediately take back the Equipment at the customer's expense, otherwise subject to making a claim for compensation.

19. Force majeure:

JDE Professional is not liable for non-compliance if non-compliance is due to force majeure, including labor dispute, fire, weather, lightning, natural disasters, government intervention, war, mobilization, export or import bans, seizure, currency restrictions, riots and unrest, lack of means of transport, general shortage of goods and any other reason beyond JDE Professional's control which impedes compliance.

This applies whether the obstacle to fulfillment is due to JDE Professional or a partner chosen by JDE Professional.

In such cases, the obligations of JDE Professional are suspended for a period equal to the duration of the obstacle.

Both parties may terminate the Agreement if the event results in a non-fulfillment of obligations beyond three months from the stipulated delivery time.

20. Changes in sales and delivery conditions for Machines:

JDE Professional reserves the right to change the Sales and delivery conditions for machines