

1.3 Terms of sales and delivery for technical service

Version 2025.1

1. Application:

These terms (hereinafter referred to as the "Terms of Service") apply to all deliveries under service insurance (hereinafter referred to as "Service Insurance") from JDE Professional ApS (hereinafter referred to as "JDE Professional") to the customer, unless JDE Professional has agreed differently in writing.

The agreement can only be amended or changed in writing.

2. Service selection and additional purchase:

The customer's service choice and any purchases are stated in the Service Insurance (choices ticked off). The Service Insurance covers machinery, equipment, materials and objects, which have been or are to be supplied by JDE Professional (hereinafter referred to as "the Equipment").

Depending on service choice and purchase the servicing includes maintenance and repair of the Equipment, including troubleshooting, adjustments as well as delivery and replacement of spare parts.

JDE Professional strives for service to be performed to the best of its ability at the times or within the intervals specified in Service Insurance with associated Terms of Service.

3. Service description:

Service includes the following for the various types of agreements:

Insurance without parts

Helpdesk

In the event of a breakdown, JDE Professional can be contacted every weekday Monday-Thursday between 8:00 and 16:00, Fridays between 8:00 and 15:30 on tel. +45 79 31 38 38.

Visits are strived for within 8 hours

Service visits are made within 8 working hours Monday-Thursday between kl. 8: 00-16: 00, Fridays between 8: 00-15:30.

Transport and wages

Insurance without parts covers costs for transport and wages in connection with service work during the above periods.

Service check

In the event of a stoppage, the technician performs a service check, which includes repairing the machine, checking the machine's functions, checking the machine for limescale, checking the limescale filter date and correcting faults found during function checks.

Note

Insurance without parts does not cover spare parts, assembly, disassembly or moving of the machine. Changing and adjusting the cup size and mixing ratio (taste) is invoiced according to the time used. Service package 1 does not cover faults caused by external influences or faults caused by incorrect operation and / or lack of maintenance.

Insurance with parts

Helpdesk

In the event of a breakdown, JDE Professional can be contacted every weekday Monday-Thursday between 8:00 and 16:00, Fridays between 8:00 and 15:30 on tel. +45 79 31 38 38.

Visits are strived for within 8 or 16 hours

Service visits are made within 8 or 16 working hours Monday-Thursday between 8: 00-16: 00, Fridays between 8: 00-15: 30.

Transport, wages and spare parts

Insurance with parts covers costs for transport, wages and spare parts in connection with service work during the above periods.

Service check

In the event of a stoppage, the technician performs a service check, which includes repairing the machine, checking the machine's functions, checking the machine for limescale, checking the water filter date and correcting faults found during function checks.

Please note

Insurance with parts does not cover assembly, disassembly or relocation of the machine. Changing and adjusting the cup size and mixing ratio (taste) is invoiced according to the time used. Service package 2 does not cover faults caused by external influences or faults caused by incorrect operation and / or lack of maintenance.

Add-ons for service insurance

- Filter agreement, where JDE at a fixed annual price arranges for replacement of water filter as needed
- Annual preventive maintenance, where the technician replaces parts of the machine (not all machine types)
- Annual inspection, where an operator replaces small parts on the machine (not all machine types)
- Monthly cleaning, where the operator comes by every month (except July) and performs cleaning of the machine. Also includes the annual inspection.

Call service without Service package

Customers who have not signed up for a service package have the following options for ad hoc service:

- Help desk from kl. 8: 00-16: 00
- Help desk after kl. 16:00 is invoiced according to time consumption

- Service visits are strived for within 40 working hours of receiving the service call
- Wages, transport and spare parts on account

4. Collaborators

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

5. Supervision and care

The customer must at his own expense ensure that the Equipment is connected to legal electrical and water installations. The customer performs the necessary ongoing inspection and care of the Equipment, including cleaning of the Equipment.

6. Use of the Equipment

The customer is responsible for the correct use of the Equipment and for meeting any regulatory requirements regarding the use.

Use must be in accordance with the Service Insurance, the Terms of Service, instruction booklets and any other instructions from JDE Professional. The customer must carry any costs, both ongoing and individual, that can be attributed to the possession and use of the Equipment, unless otherwise agreed in writing. This includes, among other things, electricity and water costs. Payment for this is made directly to a third party without the intervention of JDE Professional.

7. Product information

All information provided by JDE Professional about the Equipment, including recommendations and information on suitability, composition and use, is for guidance only.

JDE Professional will, to the best of their ability, advise the customer with regard to the choice of Equipment, its use, accessories, product composition, etc.

Such advice or assistance is provided free of charge and JDE Professional assumes no obligation or liability with respect to such advice and assistance or for results obtained, including for testing and selection of Equipment, unless otherwise agreed in writing.

8. Modification of the Equipment

If the equipment is dismantled, relocated or otherwise altered by the customer himself, the resulting defects will not be covered by the Service Insurance. The customer must inform JDE Professional of the new location.

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.

Any costs in connection with changes to the Equipment will be carried by the customer if these changes are made at the customer's request. JDE Professional submits a separate invoice.

9. Accessories for the Equipment

Service in connection with accessories such as flasks, waste trays, funnels, outlets, etc., is the customer's own responsibility, unless otherwise agreed in writing

10. Water filter agreement

Faults on the machine caused by limescale due to missing water filter or failure to replace water filter are invoiced separately.

If the customer has taken out a separate subscription for the replacement of filters, the replacement will be invoiced separately on an annual basis (based on number per year in relation to consumption) by JDE Professional at the prices in force at any given time. The subscription can be terminated in writing by the customer with 3 months' notice.

11. Delivery of service

Service is performed at the customer's address as specified in the Service Insurance.

If the customer fails to receive service at the agreed or announced time, JDE Professional has the right to refrain from performing the service inspection in question.

The customer is obliged to pay all costs in connection with such a futile attempt to perform service.

12. Payment

The customer is invoiced in accordance with the agreement specified in the contract. Payment is charged prior to the agreed period and is required from the day the Service Insurance is signed. Payment must be made in accordance with agreed payment terms.

The customer is not entitled to make set-off in its payment obligations unless JDE Professional has approved this in advance.

13. Prices and price regulation

The agreed prices are valid for a 12-month period.

In addition to this, JDE Professional reserves the right to change the stated prices in the event of changes in transport costs, laws, etc., whereby a cost increase occurs outside JDE Professional's control.

14. Insurance

Upon entering into the Service Insurance, the customer is obliged to submit documentation that the Equipment is covered by insurance. At the request of JDE Professional the customer is also on an ongoing basis to provide documentation that the insurance is in force. The insurance must cover against theft, lightning, fire, vandalism, electrical and water damage.

15. Transfer

JDE Professional is entitled to transfer rights and obligations under Service Insurance with associated Terms of Service to third parties without the customer's prior consent.

16. Exclusivity

The customer may not perform or have others perform service on the Equipment, which according to the Service Insurance with associated Terms of Service must be performed by JDE Professional, unless JDE Professional has given prior written consent.

If the customer violates this prohibition, JDE Professional's liability for previously performed service, which is affected by the customer's actions, ceases. Incidentally, this is considered a material breach.

17. Termination

The Service Insurance takes effect when signed by the parties and then runs non-cancellable for 3 years, unless otherwise agreed in writing.

If there is no written termination no later than one month before the expiration of the Service Insurance, this is automatically extended for 1 year at a time. The Service Insurance is non-cancellable during such periods.

After the 7th year, the price of the Service Insurance is increased by 30% valid from the beginning of the 8th year of operation. The Service Insurance terminates immediately when the Equipment is 8 years old.

However, the Service Insurance terminates immediately if the possible underlying lease or loan agreement regarding the Equipment terminates.

18. Violation

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

Complaint:

The customer loses the right to claim 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 after the customer has or should have discovered this.

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

Deficiencies:

JDE Professional may, at its option, remedy any documented deficiencies in the services through a post-delivery, re-delivery or by notifying the customer of a proportionate reduction in the remuneration. If JDE Professional has remedied any deficiencies within a reasonable time after 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 Service Insurance 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.

Delay:

In the event of JDE Professional's delay, the customer is entitled - after notifying JDE Professional - to perform the service himself or have a third party perform it in agreement with JDE Professional, provided that the delay has lasted more than 8 working days.

JDE Professional shall hereby reimburse the customer for the costs incurred by the service to the extent that these exceed the remuneration that JDE Professional itself should have received for the performance of the service. In addition, JDE Professional must set off an amount in the customer remuneration, corresponding to what JDE Professional should have received for the service.

The customer may not assert other powers or claims, including claims for compensation, as a result of delayed service.

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.

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. Change of sales and delivery conditions for technical service

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