

TERMS AND CONDITIONS OF SALE AND DELIVERY OF COFFEE FIRST B.V. IN VELP**Article 1. Definitions**

Capitalized terms, both singular and plural, shall have the meanings given in this article:

- a. CF: the private company with limited liability Coffee First B.V., with its registered office in the municipality of Utrecht and its principal place of business in (6883 JN) Velp at the address Florijnweg 3a, registered in the commercial register of the Chamber of Commerce under number 08185125.
- b. Customer: the other party entering into an Agreement with CF.
- c. Parties: CF and the Client jointly.
- d. Agreement: the agreement between CF and the Customer
- e. Product(s): all goods delivered to the Customer by CF on the basis of the Agreement, such as coffee machines and accessories.
- f. Activities: all actions to which the Customer instructs CF, including installation, assembly and/or maintenance work.
- g. Written/In Writing: by means of a signed document, a letter, a fax or an email message.
- h. General Terms and Conditions: these terms and conditions of sale and delivery of CF that have been filed with the Chamber of Commerce under number 08185125.

Article 2. Applicability

- 2.1 These General Terms and Conditions apply to all quotations and to every Agreement between the Customer and CF, unless the Parties have expressly deviated from these General Terms and Conditions In Writing.
- 2.2 Any general terms and conditions of the Customer are expressly rejected by CF and therefore do not apply.
- 2.3 If any provision of these terms and conditions is void or annulled, the remaining provisions of these terms and conditions will remain in full force. In addition, the void or annulled provisions shall be replaced by a new provision, which will take the purpose and purport of the void or annulled provision into account as much as possible.
- 2.4 If these General Terms and Conditions have been drawn up in another language, the Dutch version shall prevail in the event of any ambiguity, incompleteness or contradiction in the translation.
- 2.5 CF is entitled to (prematurely) amend and/or supplement the General Terms and Conditions. Amendments shall take effect 30 days after notification of the changes to the Customer. Non-substantive amendments of minor importance may be implemented at any time and do not require notification.

Article 3. Offers and conclusion of the Agreement

- 3.1 All offers by CF shall be non-binding, revocable and valid for the period stated therein or, in the absence of a deadline, for 30 days after their communication. If the Customer agrees to the offer, CF shall have the right to withdraw the offer within 3 working days of receipt of the acceptance.
- 3.2 An offer shall expire if the product to which the offer relates is no longer available.
- 3.3 CF shall not be bound by an offer if it contains an obvious mistake or error.
- 3.4 A composite quotation or offer shall not oblige CF to deliver part of the service offered for a corresponding portion of the price.
- 3.5 Any quotation, offer or prices do not automatically apply to repeat or partial orders.
- 3.6 Samples, models, information about colours, dimensions, weights and other descriptions shown and/or provided in brochures, promotional material and/or on the website of CF shall be as accurate as possible but are only indicative. The Customer shall not derive any rights from them.
- 3.7 The samples and models provided remain the property of CF and shall be returned to CF at the Client's expense at CF's first request.
- 3.8 The Agreement between CF and the Customer shall be concluded at the moment when the Agreement/offer is signed by CF and the Customer or when the Customer consents to the offer submitted by CF. The Agreement shall also be deemed to have been concluded at the moment when CF commences performance of the Agreement without contradiction from the Customer.

Article 4. Customer's obligations

- 4.1 The Customer shall be obliged to make all data and/or information required by CF for the proper performance of the Agreement available to CF in a timely and complete manner. The Customer

guarantees the accuracy, completeness and reliability of that data and/or information. CF shall be entitled to suspend the performance of the order until the moment that the Customer has fulfilled the aforementioned obligation.

- 4.2 Should any facts or circumstances arise of which the Customer aware or could be aware that are relevant for the performance of the Agreement, the Customer shall inform CF of such facts and circumstances.
- 4.3 If the quotation or offer is based on information provided by Customer and this information turns out to be incorrect or incomplete or subsequently changes, CF shall be entitled to adjust the stated prices and/or delivery periods.
- 4.4 All Products supplied by CF may only be resold by the Customer in the original packaging originating from CF or its supplier. The Customer shall not make any changes to the original packaging and must prevent damage.
- 4.5 The Client shall grant CF access to the place(s) where the Work is to be performed at the previously announced working hours.
- 4.6 The Customer shall ensure that the location(s) and/or premises where the Work is to be performed are free of excess materials, so that CF can carry out and continue the Work without any obstruction.
- 4.7 The Customer shall ensure that CF can access the connection facilities for energy required for the Work, such as for electrical equipment, lighting, heating water, etc. Energy costs shall be borne by the Customer.
- 4.8 The Customer shall ensure that any activities, supplies and/or deliveries to be carried out by others, which do not belong to the Work of CF or third party(ies) engaged by CF, are carried out in such a manner and sufficiently timely to ensure that the execution of the Work to be carried out by CF is not delayed.
- 4.9 If the Customer fails to comply with the obligations set out in clauses 1 to 8 of this Article and the resultant additional costs and/or work activities for CF arises or otherwise causes damage, the Customer shall compensate such costs, additional work and damage to CF.

Article 5. Execution of the Agreement

- 5.1 CF shall execute the Agreement to the best of their knowledge and ability and in accordance with the requirements of good craftsmanship.
- 5.2 CF shall determine the manner in which and by which person the Work and/or deliveries are to be performed.
- 5.3 If a deadline has been agreed or stated for the completion of certain activities or for the delivery of certain items, such deadline shall not be a fixed deadline. If CF fails to meet a deadline, the Customer shall give written notice of default to the CF. This means that the Customer must grant CF a reasonable period (at least 14 days) to fulfil their obligations.
- 5.4 Exceeding a (delivery) deadline by CF shall not entitle the Customer to claim damages.
- 5.5 CF shall be entitled to have certain Work or deliveries performed by third parties.

Article 6. Supplies and delivery

- 6.1 If the Work and/or deliveries of Products are supplied or delivered in parts, then the supply or delivery of each part shall be regarded as a separate performance. CF shall be entitled to deliver Products in parts and to invoice the delivered parts separately.
- 6.2 As soon as CF has notified the Customer that the Work and/or deliveries of Products are ready for performance, the Work shall be considered supplied/delivered or completed.
- 6.3 Delivery of the Products shall be made by CF 'ex works' (in accordance with the Incoterms 2020), unless the Parties have agreed otherwise In Writing. The risk for the Products to be delivered shall pass to Customer at the moment of delivery. This shall be the moment at which CF makes the Products to be delivered available to the Customer at CF's business premises, warehouse or showroom.
- 6.4 If the Parties agree that CF will deliver the Products to an address specified by the Customer, the Customer shall take delivery of the Products at the time they are delivered to the address specified by the Customer. Shipping costs shall be borne by the Customer. The amount of the costs depends on the location and the Product to be delivered.
- 6.5 The Customer undertakes to take delivery of the Products at the time they are made available to him. If the Customer fails to do so – for whatever reason – CF shall be entitled to store the Products at the Customer's risk. The resulting costs – such as the costs for transport and storage – shall be borne by the Customer.

Article 7. Amendment of the Agreement

- 7.1 The Customer may request CF to amend the Agreement. CF shall be entitled to reject a request to amend the Agreement at any time.
- 7.2 If CF consents to a request for amendment of the Agreement concluded with the Customer, thereby causing the Agreement to be cancelled in whole or in part, CF shall be entitled to charge the Customer at least 50% of the agreed remuneration for the Work not performed and/or the Product(s) cancelled.
- 7.3 The Customer shall be liable to third parties for the consequences of any total or partial cancellation of the Agreement as described in Paragraph 2 and indemnify CF for any resulting claims of such third parties.
- 7.4 CF may set off the damages owed against any amounts already paid or any counterclaims asserted by the Customer.
- 7.5 If CF consents to a request to amend the Agreement concluded with the Customer, thereby causing the Agreement to be supplemented or the Customer to purchase other Products at a higher price, CF shall endeavour to inform the Customer of the costs involved. The absence of an order In Writing from the Customer or a quotation in Writing by CF relating to an addendum/amendment to the Agreement shall not affect CF's claims for payment.

Article 8. Prices

- 8.1 All prices quoted by CF shall be exclusive of VAT and other levies imposed by government authorities and other costs to be incurred in the context of the Agreement, such as transport costs, shipping costs and administration costs.
- 8.2 If a price is based on information provided by the Customer and this information turns out to be incorrect, CF shall be entitled to adjust the price accordingly, even after the Agreement has already been concluded.
- 8.3 CF shall be entitled to increase agreed prices, without the Customer being able to terminate the Agreement, if the increase in the price arises from a right or obligation under laws or regulations or as a result of an increase in the price of raw materials, materials, wages or other price-determining factors.

Article 9. Payment

- 9.1 CF shall be entitled – even if this is not stated in an offer or Agreement – to demand a (partial) advance payment or other form of (additional) security from the Customer prior to the execution of the Agreement.
- 9.2 Each invoice shall be subject to a payment term of 30 days after the invoice date, unless the Parties have agreed otherwise in writing, or other payment terms are stated on the invoice.
- 9.3 If the Customer fails to meet their payment obligation(s) on time and/or in full, the Customer shall be in default by operation of law. In that case, the Customer shall pay the statutory interest and statutory collection costs to CF. In addition, all costs, both judicial and extrajudicial, that CF incurs for the collection of what the Customer wrongly leaves unpaid, shall be borne by the Customer.
- 9.4 CF shall be entitled to first deduct the payments that the Client pays to CF from the costs, then deduct them from the accrued interest and finally deduct them from the principal and accrued interest.
- 9.5 CF shall be entitled to suspend the performance of the Agreement if the Customer fails to meet their payment obligations.
- 9.6 The Customer is obliged to report objections to (the amount of) an invoice to CF in writing and in as much detail as possible within 7 days of the invoice date. If the Customer does not raise any objections within 7 days of the invoice date, the invoice is deemed to have been approved. Objections to the amount invoiced shall not suspend the Customer's obligation to make payment.
- 9.7 All payments shall be made free of any deduction, set-off and/or costs at the expense of CF.

Article 10. Suspension and Dissolution

- 10.1 In addition to any statutory rights of termination and suspension, CF shall be entitled to terminate the Agreement and/or suspend the execution of the Agreement with immediate effect under any of the following circumstances:
 - a. the Customer fails to fulfil the obligations under the Agreement and/or the General Terms and Conditions at all, in full or in time;
 - b. after concluding the Agreement, CF becomes aware of information that provides good grounds to assume that the Customer will not comply with their obligations;
 - c. the Customer has been declared bankrupt or a petition for bankruptcy has been filed;
 - d. a request for the granting of a (provisional) suspension of payments has been submitted by the Customer;

- e. assets of the Customer have been attached
- f. a decision to dissolve and/or liquidate the Customer has been taken;
- g. the Customer otherwise loses the power of disposal or legal capacity in respect of their assets or parts thereof.

The Customer shall immediately notify CF of the occurrence of an event referred to in sub-paragraphs c to g including.

- 10.2 If CF exercises their right of termination or suspension, all resulting costs and damage shall be borne by the Customer and all claims of CF shall be immediately due and payable.
- 10.3 The Customer waives all rights to full or partial termination of the Agreement or full or partial suspension of their (payment) obligations.

Article 11. Inspection and complaints

- 11.1 The Customer is obliged to thoroughly inspect immediately after the supply or delivery of the Work and/or Product(s) whether the Work and/or Product(s) are proper and in accordance with the Agreement.
- 11.2 The Customer shall immediately state any visible faults, defects, damage and/or deviations in numbers on the consignment note or accompanying receipt, unless the Customer could not have reasonably taken note of the complaint at that time. In the latter case, the Customer shall report any complaints to CF In Writing no later than two days after the Customer has become aware or could reasonably have become aware of the complaint. Each complaint shall state as detailed a description as possible of the complaint to permit CF to respond adequately to the complaint.
- 11.3 If the Customer files a complaint later than specified in paragraph 1 of this article, then CF shall not be required to deal with the complaint and the Customer is no longer entitled to repair, replacement or compensation as mentioned in paragraph 8 of this article.
- 11.4 The Products are delivered in the (wholesale) packaging and/or minimum quantities or quantities in stock at CF. Minor deviations in terms of stated sizes, weights, quantities, quality, colours, etc. do not constitute a reason to reject the Product(s). Deviations which in all reasonableness have no or only a minor impact on the usefulness of a Product shall always be deemed to be a deviation of minor importance. The warranty cannot be invoked in this case.
- 11.5 Minor defects that can be easily repaired in a period agreed between the Parties shall not form a basis for refusing acceptance, provided that these defects do not prevent any commissioning.
- 11.6 The Customer shall enable CF to investigate the complaint. If the return shipment is necessary for the investigation into the complaint, or if it is necessary for CF to investigate the complaint on the spot, the costs for the return or the investigation costs shall be borne by the Customer, unless the complaint subsequently proves to be justified. The Customer shall bear the transport risk at all times.
- 11.7 In all cases, return shipments shall be made in a manner to be determined by CF and in the original packaging or wrapping.
- 11.8 If CF judges that the Customer has submitted a complaint in a timely and justified manner, CF – at their discretion – will provide an appropriate solution in the form of repair, replacement or reimbursement of a maximum of the amount paid by the Customer for the relevant part of the Agreement.
- 11.9 In case of replacement of a Product and unless CF states otherwise, the Customer shall return the replaced Product to CF and transfer ownership thereof to CF.
- 11.10 If CF judges that the Customer has not filed a complaint in time or has filed it without justification, the costs incurred by CF as a result – including the inspection costs – shall be borne by the Customer.

Article 12. Warranty

- 12.1 CF shall ensure that the agreed deliveries are carried out properly and in accordance with the standards applicable in their industry, but never grants a more extensive guarantee with regard to these deliveries than as expressly agreed between the Parties.
- 12.2 For the first year after delivery, CF guarantees the usual normal quality and soundness of the delivered goods.
- 12.3 If the manufacturer or supplier of the Product(s) delivered by CF has issued a warranty for such Product(s), such warranty shall apply equally between the Parties. CF shall inform the Customer accordingly.

- 12.4 If the purpose for which the Customer wishes to treat, process or use the Product(s) differs from the usual purpose of these Product(s), CF only guarantees that the Product(s) are suitable for this purpose if they have so confirmed in writing to the Customer.
- 12.5 No claim under the guarantee shall be entertained in case of faults, defects, loss of quality or deterioration of the Product(s) caused by:
- a. failure to comply with the instructions for use and/or (other) manuals of a Product;
 - b. failure to comply with or follow instructions from CF in relation to a Product;
 - c. repairs to or maintenance of a Product by anyone other than CF;
 - d. an improper and/or incorrect use or maintenance of a Product and/or the result of the Work performed by someone other than CF;
 - e. wear and tear due to normal use of Product(s) and/or the result of the Work performed;
 - f. the placement, modification and/or processing of a Product or Work performed by someone other than CF;
 - g. the use of a Product and/or the result of the Work performed for a purpose other than that for which it is intended;
 - h. limescale deposits on, in or on parts that come into contact with water;
 - i. outside influences other than influences to which the Product(s) should normally be resistant;
 - j. errors or omissions in the information provided to CF by or on behalf of the Customer;
 - k. directions or instructions issued by or on behalf of the Customer;
 - l. choices made by the Customer that deviate from what recommendations by CF or from what is customary.
- 12.6 No warranty is given on fragile and plastic parts.
- 12.7 No recourse to the warranty shall be possible as long as the Customer or its customer has not yet paid the price agreed for the Product(s) (in full).
- 12.8 In the event of a justified recourse to the warranty, CF will - at its discretion - repair or replace the products free of charge, or refund or reduce the agreed price, all in accordance with the provisions of Article 11.

Article 13. Liability

- 13.1 CF shall only be liable to the extent provided for in this article.
- 13.2 The limitations of liability on the part of CF included in these terms and conditions shall not apply if the damage is due to intent or gross negligence on the part of CF or their subordinate(s).
- 13.3 CF has no influence on the final use of the delivered Products. The Customer is therefore responsible for the use of the result of the Agreement.
- 13.4 CF shall not be liable for damage caused as a result of force majeure (Article 14).
- 13.5 CF shall not be liable for damage caused by CF based on incorrect, untimely or incomplete information provided by or on behalf of the Customer.
- 13.6 CF shall not be liable for any form of damage, and the Customer shall not invoke the applicable warranty if the damage has been caused by:
- a. failure to comply with the instructions for use and/or (other) manuals of a Product;
 - b. failure to comply with or follow instructions from CF in relation to a Product;
 - c. repairs to or maintenance of a Product by anyone other than CF;
 - d. an improper and/or incorrect use or maintenance of a Product and/or the result of the Work performed by someone other than CF;
 - e. wear and tear due to normal use of Product(s) and/or the result of the Work performed;
 - f. the placement, modification and/or processing of a Product or Work performed by someone other than CF;
 - g. the use of a Product and/or the result of the Work performed for a purpose other than that for which it is intended;
 - h. limescale deposits on, in or on parts that come into contact with water;
 - i. outside influences other than influences to which the Product(s) should normally be resistant;
 - j. errors or omissions in the information provided to CF by or on behalf of the Customer;
 - k. directions or instructions issued by or on behalf of the Customer;
 - l. choices made by the Customer that deviate from what recommendations by CF or from what is customary.
- 13.7 CF shall only be liable for direct damage caused by an attributable shortcoming in the fulfilment of the obligation(s) arising from the Agreement. Direct damage means:

- a. the reasonable costs of determining the cause and extent of the damage, provided that the determination relates to damage in the sense of these Terms and Conditions;
 - b. any reasonable cost to remedy the inadequate performance of CF of the Agreement;
 - c. reasonable costs, incurred to prevent or limit damage, provided that the Customer demonstrates that such costs have led to limitation of direct damage as intended in these Terms and Conditions.
- 13.8 CF shall never be liable for indirect damages, including – but expressly not limited to – consequential loss, loss of profits, missed savings and damage due to business stagnation.
- 13.9 CF's (cumulative) liability on any legal basis(s) shall be at all times limited to the amount paid out under CF's liability insurance in the relevant case. If, for whatever reason, no payment is made under the aforementioned insurance, any (cumulative) liability, based on whatever legal basis(s), shall not result in an amount of money to be paid to the Customer exceeding the amount invoiced under the part of the Agreement to which the liability relates. The (cumulative) liability is in any case limited to a maximum of €5,000.
- 13.10 Any liability of CF lapses six (6) months from the time the Agreement has been terminated by delivery, termination or otherwise
- 13.11 The Customer shall indemnify CF against all third-party claims related to or arising from the legal relationship existing between CF and the Customer.

Article 14. Force majeure

- 14.1 CF shall not be obliged to fulfil an obligation towards the Customer if they are prevented from doing so as a result of force majeure.
- 14.2 Force majeure in these General Terms and Conditions is understood to mean – in addition to what is understood in this respect in the law and jurisprudence – all external causes, foreseen or unforeseen, on which CF cannot exert any influence and which prevent CF from fulfilling its obligations, such as pandemics, epidemics, defaults by suppliers or subcontractors, war, riots, terrorist attacks, internal unrest, mobilisation, domestic and foreign disturbances, government measures impeding performance, strikes within the organisation of CF and/or of the Customer or threat of these and other circumstances, disruption of the exchange rate relationships existing at the time of entering into the agreement, business interruptions due to fire, burglary, sabotage, failure of electricity, internet or telephone connections, natural phenomena, (natural) disasters, etc. as well as due to weather conditions, road blocks, accidents, import and export hindering measures, etc, transport difficulties and delivery problems.
- 14.3 CF may suspend all obligations under this Agreement for the period of force majeure. If this period continues for longer than two months, either of the Parties shall be entitled to terminate the Agreement without any obligation to pay compensation for damage to the other Party.
- 14.4 If CF has already partly performed or will be able to perform its obligations under the Agreement at the time of the occurrence of force majeure, CF shall be entitled to invoice this part already performed or to be performed. The Customer is obliged to pay such invoice.

Article 15. Retention of title

- 15.1 All Product(s) delivered/to be delivered under the Agreement are delivered subject to retention of title. This means that the delivered Product(s) remain the property of CF until all claims of CF against the Customer (including any related (collection) costs and interest) have been paid in full.
- 15.2 The Customer shall not be entitled to sell, deliver, pledge or grant any other right to the Product(s) to third parties prior to said transfer of ownership. An exception to this prohibition is that the Customer may do so in the ordinary course of their normal business operations, provided that the Customer also stipulates a retention of title in respect of these Product(s) vis-à-vis their customers governed by the same conditions as the retention of title included in these General Terms and Conditions.
- 15.3 The Customer shall always take all steps that may be reasonably expected to secure the proprietary rights of the CF.
- 15.4 If third parties seize the Product(s) delivered under retention of title or wish to establish or assert other rights thereon, the Customer shall immediately inform CF thereof.
- 15.5 The Customer shall take out such business or household insurance that Products that are delivered under retention of title are co-insured at all times. At their first request, the Customer shall allow CF to inspect the insurance policy and corresponding premium payment receipts. In case of damage and/or loss of the aforementioned Product(s), CF is entitled to any payment from the insurer. The Customer's claim to

payment of said benefit is deemed to be assigned to CF for this purpose and the Customer shall then inform the insurer of this assignment and instruct them to pay said benefit directly to CF.

- 15.6 If CF wishes to exercise their proprietary rights referred to in this article, the Customer shall unconditionally and irrevocably authorise CF in advance to access all locations where property of CF is kept and to take back those Products. Such action is without prejudice to CF's right to compensation for damages, lost profits and interest and the right to terminate the Agreement without further notice of default, by means of a written statement.
- 15.7 Any delivery by CF shall also be subject to an extended retention of title. This means that the retention of title extends to all other claims against the Customer, provided they are related to or result from previous or subsequent deliveries.

Article 16. Right of retention

- 16.1 CF may suspend the return of products of the Customer in their possession for maintenance or repair if and during this period:
- a. the Customer has not paid the costs for the work performed on these products or has not paid for them in full;
 - b. Customer has not or not fully paid the costs of previous work performed by CF on the Products;
 - c. Customer has not paid other due and payable claims arising from the contractual relationship with CF in full or in part.
- 16.2 CF shall not be liable for any damage – of whatever nature – arising from the exercise of the aforementioned right of retention.

Article 17. Privacy

- 17.1 For the purposes of performing this Agreement, CF processes personal data of the Customer. CF treats these personal data with care. The privacy statement of CF states how the aforementioned personal data are processed. This statement is available on the website of CF at <https://coffeedfirst.eu/>

Article 18. Governing Law and Disputes

- 18.1 The Agreement concluded between the Parties is exclusively governed by Dutch law.
- 18.2 Any disputes shall be submitted to the competent court at CF's place of business, but CF always reserves the right to submit the dispute to the competent court at the Customer's place of business.
- 18.3 If the Customer is located outside the Netherlands, CF may choose to submit the dispute to the competent court in the country or state where Customer is located.