

## General Terms and Conditions of Sale

### 1. Application

The General Terms and Conditions of Sale below shall apply to the entire range of products and services offered by bj-coffee SA, and they are an integral part of all the contracts of sale and services. All changes to these Terms and Conditions are valid only if they have been accepted formally and in writing by bj-coffee SA.

### 2. Offers

Unless otherwise specified, the offers are valid for 30 days. After this time, bj-coffee SA reserves the right to change the prices and/or conditions, including in response to changes in our suppliers' prices.

The delivery, installation and assembly fees, unless otherwise specified, are not included in the price.

Unless expressly indicated, the prices are expressed in Swiss francs and do not contain the possible taxes. VAT is 8% for equipment and accessories, and 2.5% for food products.

bj-coffee SA reserves the right to modify the prices at any time according to the developments of the suppliers' prices.

### 3. Conclusion of Agreements

Agreements are considered valid upon the Client's signature of the contract of offer or of services.

### 4. Delivery Deadlines

Delivery times are given for information purposes only. bj-coffee SA undertakes to make every effort to observe the agreed delivery timelines.

bj-coffee SA cannot be held responsible for any delays of manufacturing of our suppliers or for any other delays due to exceptional circumstances.

### 5. Delivery

bj-coffee SA shall deliver whenever possible the entire order. However, when the circumstances so require, the Client may express their willingness to accept partial deliveries.

### 6. Assembly, installation, intervention

Any intervention by bj-coffee, not provided in the agreement, shall be invoiced separately in accordance with hourly rates and current rates.

### 7. Delay in Acceptance

In the event of a delay in the acceptance of the merchandise, bj-coffee SA reserves the right to charge additional costs it incurred, including storage fees and other possible additional handling expenses.

### 8. Payment Terms

The payment terms are defined in the offers and invoices.

Unless otherwise indicated, the invoices shall be paid in full within 10 days. In the event of a late payment, the amount due shall bear an interest at the current usual rate.

Payment is due even when the equipment purchased was not received by the client, as long as it is held at his disposal.

Possible defects shall in no case constitute a ground of non-payment.

### 9. Technical Specifications

The technical specifications, data and size of the articles are those indicated by the manufacturers. They do not provide, under any circumstance, a guarantee on the part of bj-coffee SA on the specific features of each product.

### 10. Retention of Title

The delivered merchandise shall remain the property of bj-coffee SA until the full payment of the invoiced amount. bj coffee SA reserves the right to enter the claim at any time in the relevant registry.

### 11. Guarantees - Complaints

In the event of defect during transportation or of a major defect, the client is required to proceed to the determination of the damage by the carrier or an employee of bj-coffee SA following the receipt of the goods.

The client agrees to report any defect within 8 days following reception of the delivery and/or installation. After this period, the delivery and/or installation shall be deemed accepted.

The products may be returned within 8 days following the order reception. The products must be in an unused condition and returned in their original packaging.

Unless otherwise indicated in the offer, the services contract and/or the invoice, the machines and other equipment have a guarantee of 24 months from the date of delivery.

The damage caused as a result of inappropriate handling by the client or not approved third parties as well as the damages of an extraordinary origin are not covered by the warranty.

### 12. Intellectual property rights

The documents left with the client, such as drawings, reproductions, or plans, are the intellectual property of bj-coffee SA. They cannot be copied or disclosed to third parties.

### 13. Applicable Law and Jurisdiction

These terms and conditions are subject to the Swiss substantive law; the place of jurisdiction is in Geneva; any dispute concerning the interpretation, performance and non-execution of these Terms and Conditions shall be subject to the jurisdiction of the Courts of the Republic and Canton of Geneva.