

General terms and conditions Giesen Coffee Roasters B.V.,

Industrieweg 15

7071 CK Ulft

Registration number of the Chamber of Commerce in Central Gelderland: 817325621

Article 1: Applicability

1. These terms and conditions apply to all offers and to all agreements entered into by **Giesen Coffee Roasters B.V.**, hereinafter referred to as: the User or Giesen Coffee Roasters.
2. The Purchaser or the Customer will be referred to in the following as: the Other Party.
3. Terms and conditions to the contrary will only form part of the agreement concluded between the parties if and insofar as both parties have explicitly agreed to this in writing and will then only apply to the single transaction concerned.
4. In the event of conflict between the content of the agreement concluded between the Other Party and the User and these Terms and Conditions, the provisions of the agreement shall take precedence.
5. In these general terms and conditions, written shall also be understood to mean: by e-mail or any other means of communication that, in view of the current state of affairs and the generally accepted standards, can be equated with this.
6. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.
7. The applicability of any general - or other - terms and conditions of the Other Party or third parties is expressly rejected.
8. These terms and conditions shall also apply to all agreements with User for the execution of which third parties must be involved.

Article 2: Agreements

1. Agreements with the User are concluded after a telephone order and/or e-mail and as soon as the User has commenced the execution thereof.
2. Additions or amendments to the general terms and conditions or otherwise amendments or additions to the agreement shall only become binding after written confirmation by the User.
3. Any order confirmation sent by the User shall be deemed to accurately and completely reflect the Agreement.

Article 3: Offers

1. All offers, discounts, quotations, price lists, delivery times, etc. of the User are without obligation, unless they contain a deadline for acceptance.
2. The prices used by the User as well as the prices mentioned in the offers, quotations, price lists, etc. are exclusive of VAT and any other costs. These costs may include (but are

not limited to) other government levies, packaging, travel expenses, transport costs, packaging costs and invoices of third parties engaged.

3. If the Other Party provides information etc. to the User, the User may rely on the correctness and completeness of this information and shall base its offer on it.
4. If the Other Party does not accept the User's offer, the User shall be entitled to charge the Other Party for all costs it has incurred in making its offer.

Article 4: Intellectual Property Rights

1. Unless otherwise agreed in writing, the User retains the copyrights and all industrial property rights to the offers made, designs provided, software and goods supplied by him.
2. The rights to the data referred to in paragraph 1 of this article shall remain User's property regardless of whether costs have been charged to the Other Party for its preparation. These data may not be copied, used or shown to third parties without the prior express written consent of User. For each violation of this provision, the Other Party shall owe User an immediately payable penalty of € 25.000,--. This fine can be claimed in addition to compensation under the law.
3. The Other Party must return the information provided to it as referred to in paragraph 1 of this article at the first request within a period set by the User. In the event of violation of this provision, the Other Party shall owe the User an immediately payable penalty of € 1,000.00 per day for as long as the violation continues. This penalty may be claimed in addition to any compensation under the law.

Article 5: Delivery, delivery period and transfer of risk

1. Specified periods within which the goods must be delivered can never be regarded as final deadline, unless the parties have expressly agreed otherwise in writing. If the User fails to fulfil his obligations under the contract or fails to fulfil them on time, he must therefore be given notice of default in writing.
2. In the case of partial deliveries, each delivery or phase shall be regarded as a separate transaction and may be invoiced by the User on a transaction-by-transaction basis.
3. Delivery takes place ex works. The risk relating to the delivered goods shall pass to the Other Party at the moment of delivery, i.e. the moment of presenting the goods to the Other Party or carrier (ex-works, c.q. storage).
4. Dispatch and/or transport of the ordered goods shall take place in a manner to be determined by the User, but at the Other Party's expense and risk. The User shall not be liable for damage, of any nature and form whatsoever, related to the dispatch and/or transport, whether or not the items have been damaged. All this, unless parties have explicitly agreed otherwise in writing.
5. If it proves impossible to deliver the goods to the Other Party due to a cause within the area of responsibility of the Other Party, the User reserves the right to store the ordered goods at the expense and risk of the Other Party. The User shall inform the Other Party in writing of the storage carried out and, in so far as there is no question of final deadline,

- or compliance is permanently or temporarily impossible, shall also indicate a reasonable term within which the Other Party must enable the User to deliver the goods.
6. If the Other Party continues to fail to fulfil its obligations even after expiry of the reasonable term set by the User, as stipulated in the previous paragraph of this article, the Other Party shall be in default by the mere expiry of 1 (one) month, counting from the date of storage, and the User shall be entitled to dissolve the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay damages, costs and interest.
 7. The foregoing shall not affect the Other Party's obligation to pay the price agreed or stipulated or owed, as well as any storage and/or other costs, as well as the obligation to pay compensation for damages.
 8. The User shall be entitled - with regard to the fulfilment of the financial obligations of the Other Party - to demand advance payment or security from the Other Party before proceeding to deliver the goods.
 9. The User is entitled to deliver the goods cash on delivery. User is also entitled to send the purchased goods on behalf of and for account of the Other Party.

Article 6: Price change

1. User may pass on to the Other Party any increase in cost price determining factors that has occurred after the conclusion of the agreement. Cost price determining factors are in any case, but not exclusively: government levies and measures, factory prices, raw material prices, taxes and excise duties, importer prices or exchange rates.
2. Payment of the price increase as referred to in paragraph 1 shall take place at the same time as payment of the principal sum or, in the event of payment in instalments, at the last instalment.

Article 7: Force majeure

1. In the event that User is temporarily prevented from fulfilling its contractual obligations towards the Other Party and this is due to a non-attributable shortcoming on the part of User, and/or on the part of a third party/supplier engaged by User, or in the event that an important reason arises on the part of User, User shall be entitled to dissolve the agreement, or to suspend the fulfilment of its obligations for a reasonable period to be determined by User, without being obliged to pay any compensation.
2. Force majeure shall be understood to include the circumstance that suppliers of the User or transporters engaged by the User fail to meet their obligations or fail to do so on time, irrespective of the cause, weather conditions, earthquakes, epidemics, virus outbreaks and pandemics, fire, power failure, loss, theft or loss of tools or materials, road blockades, strikes or work stoppages, government measures and import or trade restrictions. A situation of force majeure also exists if, as a result of one of the aforementioned circumstances, the production of the User's company comes to a standstill to a large extent.

3. User shall no longer be entitled to suspend performance if the temporary impossibility of performance has lasted for more than six months. The Other Party and the User may terminate the agreement with immediate effect after this period has expired, but only for that part of the obligations that have not yet been fulfilled.
4. If there is force majeure and compliance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect for that part of the obligations that have not yet been fulfilled.
5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

Article 8: Complaints and returns

1. The Other Party is obliged to inspect the goods immediately upon receipt. If the Other Party observes visible defects, faults, imperfections and/or omissions, this must be noted on the waybill or the accompanying note and immediately notified to the User, or the Other Party must inform the User of this within 24 hours after receipt of the goods, followed by an immediate written confirmation to the User.
2. Other complaints must be reported to the User by registered letter within 8 days after receipt of the goods, or within eight days after the Other Party has been able to reasonably discover the defect.
3. If the aforementioned complaints have not been made known to the User within the periods referred to therein, the goods shall be deemed to have been received in good condition.
4. Minor deviations in respect of sizes, weights, numbers, colours, etc. stated do not constitute a shortcoming on the part of the User.
5. With regard to imperfections in natural products, no complaints can be made if these imperfections are related to the nature and properties of the raw material(s) from which the product is made. This is at the discretion of the User.
6. Claims do not suspend the payment obligation of the Other Party and never constitute a ground for set-off for the Other Party.
7. The User must be given the opportunity to investigate the complaint. If return shipment proves necessary for the investigation of the complaint, this will only take place at the expense and risk of the User if the User has given its express prior written consent.
8. In all cases the return shall take place in a manner to be determined by the User and in the original packaging or container. Returns shall be at the expense and risk of the Other Party, unless the User declares the complaint well-founded.
9. If, after delivery, the nature and/or composition of the goods have changed, have been wholly or partly processed, damaged or repackaged, any right to complain lapses.
10. In the event of justified complaints, the damage shall be settled in accordance with the provisions of these general terms and conditions.

Article 9: Liability

1. The User shall carry out his task as may be expected of a company in his branch, but accepts no liability whatsoever for damage, including death and personal injury, consequential damage, trading loss, loss of profit and/or business interruption loss, which is the result of acts or omissions of the User, his personnel or third parties engaged by him.
2. Without prejudice to the provisions of the other paragraphs of this article, the User's liability - for whatever reason - shall be limited to the amount of the net price of the goods delivered or the work carried out, as the case may be.
3. Without prejudice to the provisions of the previous paragraphs of this article, the liability of the User, if he is nevertheless liable for any damage, shall be limited to a maximum of the invoice amount, or at any rate to the total order amount, or at any rate to the amount of the payment to be made by the User's insurance company.
4. The User guarantees the usual normal quality and soundness of the delivered goods; the actual life span of the delivered goods can never be guaranteed.
5. If visible errors, imperfections and/or defects occur in the delivered goods which must already have been present at the moment of delivery, the User undertakes - at its discretion - to repair or replace these goods free of charge.
6. The User shall never be liable for damage resulting from incorrect use of the item, not in accordance with the User's instructions or directions, or other than that for which the item is intended.
7. The User shall never be liable for damage resulting from advice given. Advice shall always be given on the basis of the facts and circumstances known to the User and in mutual consultation, whereby the User shall always use the Other Party's intention as a guideline and starting point.
8. The Other Party must investigate in advance whether the purchased goods and/or the intended location is suitable for the purpose for which it is going to use the purchased goods and whether this use complies with the applicable local legislation and regulations. The Other Party is responsible for applying for and obtaining any required permits and/or exemptions.
9. If it subsequently appears that the purchased goods and/or the intended location is not suitable for the purpose and/or permits or exemptions cannot be obtained, the Other Party cannot hold the User liable for any resulting damage, nor does this constitute a ground for dissolution of the agreement.
10. In all cases the period within which the other party can claim compensation for assessed loss from the user shall be limited to 12 months, calculated from the moment when the indebtedness of the compensation has been established.
11. Subject to these conditions, Giesen Coffee Roasters will repair, free of charge, defects to Giesen Coffee Roasters that manifest themselves within 400 roasting hours after the product has been put into use, with a maximum of twelve months. In the case of used products, these must be defects to Giesen Coffee Roasters that manifest themselves within 200 hours of the date of use, with a maximum of six months. For parts, the same period applies, however, from the date of invoice.

12. The warranty only relates to defects discovered during the warranty period insofar as these defects are based on material or manufacturing faults. If such defects occur, the parts concerned shall be provided free of charge and no labour costs shall be charged. The warranty performance means that the product is returned free of charge to the condition it was in before the defect occurred.
13. A defect must be reported immediately, with warranty claims forfeited if the defect has not been reported within 48 hours of its detection by e-mail to the e-mail address service@giesen.eu.
14. Replaced parts become the property of Giesen Coffee Roasters.
15. The right to warranty lapses if careless use, a situation as described in paragraph 6 of this article and/or it cannot be demonstrated that the product has been maintained by Giesen Coffee Roasters after installation, in accordance with the maintenance requirements prescribed by Giesen Coffee Roasters.
16. The warranty does not cover defects caused by transport damage, outside the responsibility of Giesen Coffee Roasters, as well as improper installation and/or assembly.
17. The right to warranty lapses if the defect is caused by repairs or interventions by third parties other than Giesen Coffee Roasters, within the warranty period, and/or if the product is fitted with accessories or parts that are not original.
18. Repair under warranty does not result in an extension of the warranty period or the commencement of a new warranty period, other than on the parts that were processed during repair.
19. Giesen Coffee Roasters' general terms and conditions apply mutatis mutandis to these warranty conditions. In the event of any conflict between the general terms and conditions and the warranty conditions, the warranty conditions will prevail.
20. The User's limitations of liability included in these terms and conditions do not apply in the event of intent and/or deliberate recklessness on the part of the User, its management and/or executive staff.

Article 10: Payment

1. Payment must be made prior to delivery, into an account to be indicated by the User.
2. Payment by instalments can only be agreed between the parties in writing. Payment shall then take place as follows: 50% of the total price for the order, 50% of the total price at the latest 14 days before delivery.
3. If the Other Party has not fulfilled his payment obligations on time, the User shall be entitled to suspend the fulfilment of the delivery obligations entered into vis-à-vis the Other Party until payment has been made or proper security has been provided. The same applies even before the moment of being in default if the User has a reasonable suspicion that there are reasons to doubt the Other Party's creditworthiness.
4. Payments made by the Other Party shall always serve to settle all interest and costs owed and shall subsequently serve to settle due and payable invoices that have been

- outstanding the longest, unless the Other Party explicitly states in writing upon payment that the payment relates to a later invoice.
5. Regardless of whether User has carried out the agreed performance in full, everything that the Other Party owes or shall owe to it pursuant to the agreement shall be immediately due and payable as:
 - a payment term has been exceeded;
 - the bankruptcy or suspension of payment of the Other Party has been applied for;
 - goods or claims of the Other Party are seized;
 - the Other Party is dissolved or liquidated.
 6. At the discretion of the User, in previous or similar circumstances, without further notice of default or judicial intervention, the Agreement may be dissolved in whole or in part, whether or not combined with a claim for compensation.
 7. If the Other Party has, or will have, one or more counterclaims against the User, for whatever reason, the Other Party waives the right of set-off. The aforesaid waiver of the right of set-off shall also apply if the Other Party applies for (provisional) suspension of payment or is declared bankrupt.
 8. If payment has not been made within the agreed term of payment, the Other Party shall immediately owe interest to the User. The interest shall amount to 12% per annum but shall be equal to the statutory interest if this is higher. For the purpose of calculating the interest, part of the month shall be regarded as a full month.
 9. In accordance with the provisions of the previous paragraph, if payment has not taken place within the agreed term of payment, the Other Party shall owe the User all extrajudicial costs with a minimum of € 50. The costs shall be calculated on the basis of the Extrajudicial Collection Costs (Standards) Act (Wet Normering Buitengerechtelijke Incassokosten).
 10. If the User won his case in legal proceedings, all costs it has incurred in connection with these proceedings shall be for the Other Party's account.

Article 11: Retention of title

1. The User shall retain ownership of all goods delivered and to be delivered until such time as the Other Party has fulfilled all its payment obligations to the User arising from any agreement whatsoever. These payment obligations consist of: payment of the purchase price, increased by claims relating to work carried out in connection with the delivery; as well as claims relating to (possible) compensation for failure to fulfil obligations on the part of the Other Party.
2. The Other Party may only resell the goods falling under the retention of title in the context of normal business operations. The aforementioned items may not be let, given in use or encumbered in any way for the benefit of a third party, unless the User has given express written permission for this.
3. In the event that the User invokes the retention of title, the agreement entered into in this respect shall be deemed to have been dissolved, without prejudice to the User's right to claim compensation for damage, loss of profit and interest. The User may then retrieve

the delivered goods. User shall be entitled to gain access to the goods in order to retrieve them (or have them retrieved) himself, if so desired, and the Other Party shall undertake, at the User's first request, to cooperate fully in order to facilitate the retrieval of the goods.

4. The Other Party shall be obliged to immediately inform the User in writing of the fact that third parties are entitled to assert a right to goods that are subject to a retention of title pursuant to this article. In addition, the Other Party shall immediately inform the third party concerned in writing of the existence of the (ownership) rights of the User.
5. The Other Party shall be obliged to properly insure the items subject to retention of title and to keep them insured against fire, explosion and water damage and against theft and to make the policy of this insurance and the proof of premium payment available to the User for inspection upon first request.

Article 12: Bankruptcy, lack of power of disposition, etc.

1. Without prejudice to the provisions of the other articles of these terms and conditions, the contract entered into between the Other Party and the User shall be dissolved without judicial intervention and without any notice of default being required, at the time at which the Other Party is declared bankrupt, applies for (provisional) suspension of payments, is subject to attachment by execution, is placed under guardianship or administration or otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof, unless the guardian or administrator acknowledges the obligations arising from the contract as estate debt.

Article 13: Termination of the agreement

1. The Other Party waives all rights to full and partial dissolution of the agreement pursuant to Article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory provisions dictate otherwise. If the Other Party wishes to dissolve the agreement, without there being a ground for dissolution mentioned in these General Terms and Conditions due to a shortcoming on the part of the User, the agreement shall (only) be dissolved by mutual consent. User shall in that case be entitled to compensation for all costs incurred within the framework of the agreement, such as loss suffered, loss of profit and costs incurred.

Article 14: Privacy

1. User processes any personal data provided in accordance with the legal requirements and in a proper and careful manner, as laid down in his Privacy Policy.

Article 15: Amendment clause

1. User reserves the right to amend these terms and conditions unilaterally and without the consent of the Other Party. The amendments shall take effect as soon as they have been notified to the Other Party, unless the User notifies the Other Party of a later effective date.

Article 16: Applicable law and choice of forum

1. The agreement concluded between the User and the Other Party shall be governed exclusively by Dutch law. Any disputes arising from this agreement shall also be settled under Dutch law.
2. Contrary to the provisions of paragraph 1 of this article, the consequences under property law of a retention of title of goods intended for export, in the event that the legal system of the country or the state of destination of the goods is more favourable to the User, shall be governed by that law.
3. Any disputes shall be settled exclusively by the competent Dutch court of the District Court of Gelderland, unless another court is competent to hear the dispute on the basis of mandatory rules of law.
4. Vienna Convention on Contracts for the International Sale of Goods is expressly declared inapplicable, as is any other international regulation of which exclusion is permitted.
5. Parties may agree in writing on another form of dispute resolution, such as mediation or arbitration.