

1. Purpose of the General Conditions

The present general conditions of JAVRY ("General Conditions") intend to transversally govern the testing, rental and maintenance of the machines ("the Equipment") put into test or rental by JAVRY, or having been previously purchased from JAVRY according to the general sales conditions.

Customer under the present general conditions is any legal entity with a company number, having a place of business in Belgium, France or Luxembourg and validly represented by a person mandated for this purpose (the "**Customer**"). The Client acknowledges that it has full legal capacity to enter into commitments under the GTC.

These General Terms and Conditions form an integral part of the test, rental and, where applicable, maintenance contracts (interchangeably, "the **Contract**" or "the **Contracts**"), entered into Javry's customers ("the **Customer**"; together, "the **Parties**").

Except where expressly provided for in the General Terms and Conditions, these General Terms and Conditions do not apply to sales contracts. Sales contracts concluded between the Parties are subject to the General Terms and Conditions of Sale accessible from javry.com.

2. Delivery, Placement and Return

2.1 Delivery and Placement

Delivery and placement of the Equipment is free of charge in the territories of Belgium, Luxembourg and France (the "**Territory**"). This includes :

- the travel of a JAVRY representative to the address provided by the Customer or via a carrier appointed by JAVRY;
- the installation of the Equipment at the location designated by the Customer if the Equipment is delivered by JAVRY itself. If the Equipment is delivered via a carrier, the Customer will be responsible for the installation.

The Customer shall ensure that the premises are accessible and adequately equipped for the installation of the Equipment, of which it declares to be aware of all requirements. Where applicable, the Customer undertakes to carry out, at its own expense, all work necessary to ensure the safety of the installation or to bring it into compliance with any present or future regulations.

Once placed, the Equipment cannot be moved to an address different from the one initially given to JAVRY. However, if the Customer wishes to make such a move to a country served by JAVRY, the Customer must first (i) notify JAVRY in writing 10 working days prior to such move and (ii) obtain JAVRY's written consent. If JAVRY notifies the Customer of its agreement to the relocation of the Equipment, the Customer shall comply with the recommendations provided by JAVRY in this respect. The Customer will be held responsible for any damage to the Equipment in case of relocation, whether or not authorised by JAVRY.

The Equipment may not be moved to a country not served by JAVRY.

2.2 Take-back

JAVRY will take back the Equipment at the end of the Contract, free of charge. However, if :

if after the end of the test period, as stipulated in the test contract, the parties conclude a sales contract or a rental contract for the tested Equipment, JAVRY will not take back the Equipment;

if the Contract is terminated at the fault of the Customer, the Customer is obliged to return the Equipment immediately at its own expense;

if at the end of the Contract - for whatever reason - the Customer does not return the Equipment within eight (8) days of a registered letter sent by post and enjoining it to do so, JAVRY may, by express agreement between Parties either (i) proceed to the recovery and invoice its intervention to the Customer, or (ii) invoice to the Customer the replacement price of the new value of the machine (the transfer of ownership of the latter being operated only after full payment of the amounts due on any grounds whatsoever). The implementation of one option rather than the other is at JAVRY's discretion, and JAVRY will choose the most proportionate option given the situation it faces.

In any case, JAVRY will be entitled to charge the Customer an amount of 242.00 EUR incl. VAT if the Equipment is not in perfect condition (except for the usual wear and tear resulting from proper use of the Equipment), completely emptied of all contents and perfectly cleaned upon its return.

3. Training

The Customer undertakes to have at least one (1) of its employees trained by JAVRY during the installation visit or via the contents available on the digital platform made available to it, and accessible from the following link: <http://support.javry.com>. The purpose of the training is to enable Customer to properly use and maintain the Equipment purchased or made available to it.

The Customer is required to have a trained employee at all times. Therefore, to the extent necessary, the Customer may ask JAVRY for additional training if, for example, the trained employee leaves its company.

4. Use, Maintenance and Servicing

Rights and obligations of the Customer

Use. The Customer undertakes to familiarise himself with the daily use of the Equipment. The Customer has the right to access a support platform (<http://support.javry.com>) free of charge at any time to find answers to questions relating to the use and maintenance of the Equipment.

In case of need, the Customer may also contact the technical service, at the contact details given in Article 7.

Care and Maintenance. The Customer is responsible for the daily maintenance of the Equipment, which will be explained during the training given by JAVRY (Article 3) to ensure optimal operation. An operating manual is also provided with the Equipment.

The Customer commits himself to use the Equipment with due care. In particular, the Customer undertakes to carry out the daily maintenance required for the operation and hygienic presentation of the Equipment in accordance with the training the Customer has received in order to ensure the optimal operation of the Equipment. The Customer also undertakes to use the Equipment in accordance with its intended use and not to make any technical modifications to it.

The Customer also undertakes to use all necessary maintenance and descaling products during the term of the Contract, as well as the filters recommended by JAVRY, in order to ensure the optimal functioning of the Equipment. In particular, he/she undertakes to, but not limited to

- inserting a cleaning tablet provided by JAVRY in the Equipment every one hundred and eighty (180) coffees or when requested by him;
- when preparing milk beverages, cleaning the milk system once (1) a day at the end of the day with the cleaning agent provided by JAVRY as well as cleaning the milk cooler and its parts, if any;
- change the water filter when the Equipment requires it or every two (2) months using only the filters provided by JAVRY;
- insert a descaling tablet provided by JAVRY if and when the Equipment so requests.

Cleaning tablets, maintenance liquid, water filters and descaling tablets (the "**Maintenance Products**") are provided by JAVRY in the framework of the Contracts at a charge. Both within the framework of a rental agreement and within the framework of a maintenance agreement coupled with a sales agreement, the Customer procures the Maintenance Products recommended by JAVRY on the JAVRY webshop (accessible via the following link: <http://javry.com/shop>) at its own expense.

Incidents and Notification. Upon occurrence of an incident on the Equipment (e.g. a breakdown), the Customer undertakes to :

- immediately notify JAVRY so as to limit as much as possible its possible detrimental influence on the safety and/or proper functioning of the Equipment;
- immediately stop using the Equipment;
- assist JAVRY in forming a diagnosis of the problem that has occurred.

The communication of problems to the technical service (Article 7) will be done only by an employee of the Customer qualified to do so.

The Customer allows JAVRY's employees or professional(s) engaged by JAVRY access to the premises where the Equipment is located in order to perform the work necessary for the proper functioning of the Equipment. If necessary, a qualified staff member of the Customer will be present to supervise the technical service.

4.2 JAVRY's obligations

Only if a maintenance or rental contract has been concluded with the Customer, JAVRY commits itself to maintain the Equipment in perfect working order and to assist the Customer in questions concerning the use of its Equipment during the whole duration of the Contract.

After an incident has been reported to the technical service, the technical service will attempt to make an initial diagnosis by questioning the Customer by telephone. If this does not lead to a resolution of the problem, JAVRY will dispatch a technician to the location. Following the diagnosis, the technical service will determine the cause of the incident as well as the procedure to follow according to Article 8.

JAVRY commits itself to intervene as soon as possible, but no later than forty-eight (48) working hours after the day the failure was reported.

5. Liability

During the whole duration of the Contract, the Customer is solely responsible with regard to any third party for any bodily, material or immaterial damage caused directly or indirectly by the Equipment or on the occasion of their use whatever the cause. The Customer guarantees JAVRY against any possible recourse of third parties.

During the whole duration of the Contract, the Customer is solely responsible for the risks of damage, theft, loss or partial or total destruction of the Equipment, whatever the cause. The terms of such liability may be further detailed, if applicable, in the Contract between the Customer and JAVRY

JAVRY is not liable for any direct or indirect damage arising from these General Terms and Conditions and Contract(s), except in case of intentional misconduct of JAVRY or one of its employees.

6. Exclusive Sourcing

The Customer, who declares that it has no obligation to any third party, expressly agrees to procure exclusively from JAVRY the products used in or on the Equipment covered by the applicable Agreement (e.g. coffee beans, ground coffee, water filter, maintenance tablet, descaling tablet, etc.).

Unless otherwise stated, prices for products sold exclusively by JAVRY are based on the amounts in effect at the time the order is placed on the JAVRY webshop: <http://javry.com/fr/shop>.

In the event of a breach of this obligation, the Customer will owe JAVRY a flat-rate compensation of one thousand euros (€ 1,000.00) per breach, which can be ascertained by any means.

The Customer is informed and accepts that the supply is done through the JAVRY webshop: <http://javry.com/fr/shop>. In the event that the JAVRY webshop is out of service, the Customer is informed that he/she may place his/her order for supply by telephone on the following telephone number: 0032 498 274 199 or by e-mail to the following address: hello@javry.com.

The supply is subject to the general terms and conditions of sale, which are available on javry.com.

7. Technical service

JAVRY's technical service is available on weekdays from 9 a.m. to 5.30 p.m., except on official holidays and days when the company is closed. The services stipulated in this contract are provided during these opening hours.

Technical problems can be reported via e-mail to support@javry.com, stating the brand, type and serial number of the Equipment (located on the back of the equipment) as well as a clear description of the problem and the Customer's contact details.

It is also possible to report a problem via the Hotline number: 0032 498 247 199 (Belgian number; telecommunication costs may apply according to the conditions of the Customer's telephone operator).

8. Insurance

Within the framework of a Rental Agreement, Customer is obliged to take out an insurance covering the rented Equipment. The Customer will send the insurance contract to JAVRY within thirty (30) days after the conclusion of the Rental Agreement.

9. Damage

This article applies to cases where the Equipment or a module of the Equipment is put out of use ("**Damage**"), and only in the following two cases

- a Rental Agreement has been concluded with JAVRY; or
- the Equipment has been purchased by the Customer from JAVRY and is only subject to a Maintenance Agreement.

The Damage must be established by means of a contradictory expertise, amicable or judicial, in which the insurers will take part. The Customer is obliged to pay the rental and/or maintenance costs until the day of the final report of the expert assessment.

In case of a Damage of a rented Equipment not covered by an insurance policy, the Customer shall, regardless of the cause of the accident, either repair the Equipment or pay to JAVRY a compensation equal to the replacement value of the Equipment, with as a minimum the amounts of the rents and/or maintenance fees remaining due at the date of the damage, if any. The Customer is in any case obliged to compensate JAVRY for the consequences of this loss.

9.1 Fault of the Customer or existence of an extraneous cause

This article applies to cases where the Damage is caused by the fault of the Customer or by an extraneous cause. Examples of extraneous causes are: lightning strike, power failure, objects in the coffee grinder, water damage, mechanical damage due to the machine falling or other objects falling on the machine, failure of ISDN lines or other connections to whatever network the machine is connected to. This list is by no means exhaustive. If applicable, the rental and/or maintenance fees will remain due during the repairs.

JAVRY will then have the choice, at its own discretion, between :

Either terminate the Contract(s) concluded with the Customer. This will imply that :

The Customer will have the Equipment repaired at its own expense by a JAVRY technician.

if repair is not possible, the Customer shall pay JAVRY the replacement value of the Equipment, or at least the value of the remaining rental payments due under the Rental Agreement.

Or maintain the Contract(s) concluded with the Customer. This will mean that :

- the rental payments remain due ;
- the Customer will have the Equipment repaired at its own expense by a JAVRY technician;

if repair is not possible, the Customer shall pay JAVRY the replacement value of the Equipment, or at least the value of the remaining rental payments due under the Rental Agreement.

9.2 JAVRY's fault or existence of a hidden defect

If the reasons for the disablement of the Equipment or a module of the Equipment are attributable to (i) JAVRY or (ii) a latent defect covered by the legal guarantee, JAVRY will take care of the repair and/or replacement of the Equipment, if any. The replaced Equipment or module remains the property of JAVRY. JAVRY registers the replaced Equipment or module in the serial number database.

The legal warranty applicable to such Equipment or module(s) is applicable to the defect found in accordance with JAVRY's General Terms and Conditions of Sale, the replacement of such Equipment or module(s) will be made free of charge. Please refer to these Terms and Conditions for further information.

It is agreed between the Parties that, for modules that can be easily replaced (e.g. water tank, grounds tray, water tray, milk beverage spout, milk hoses, drip tray, and other parts as appropriate) by Customer, the replacement of such modules shall be solely and entirely the responsibility of the Customer. Such modules are (i) either ordered by the Customer itself via the website, (ii) or via the JAVRY team (via e-mail or telephone) creating an order containing the modules on behalf of the Customer, (iii) or via a technician physically visiting the Customer and leaving the modules there.

JAVRY registers the replacement Equipment or module in the serial number database.

9.3 Costs

Without prejudice to the foregoing paragraphs, in any event, if the defect in the Equipment or module is attributable to misuse or fault on the part of the Customer, the Customer shall bear the cost of repair and/or replacement of the defective Equipment or module.

10. Rent and/or Service Charge

The rent and/or service charge for the Contract is/are specified and indexed as provided for in the Contract itself.

11. Payment

Invoices are payable :

- payment by credit card (on issue of the invoice) ;
- payment by debit card or Bancontact (as soon as the invoice is issued);
- payment by bank transfer (up to thirty (30) days after the invoice is issued);
- payment by direct debit (depending on the payment groups). The direct debit form will be given to the Customer when the Contract is signed.

Any invoice that remains unpaid on its due date shall be due by operation of law and without prior notice of default, plus interest at the rate of eight percent (8%) per annum until the day of full payment, any month started being counted in its entirety.

In addition, the payment due shall be increased, by operation of law and without prior notice, by a fixed and irreducible penalty clause of ten percent (10%) with a minimum of one hundred and fifty euros (€150.00), without prejudice to any other damages that may be - legally or conventionally - due.

12. Property

The Equipment installed at the Customer's premises remains the sole and complete property of JAVRY. Therefore, any provision of the Equipment to third parties, including - but not limited to - sale, loan or subletting, is prohibited.

In case of seizure of the Equipment by third parties, Customer undertakes to object and to inform such third parties that the seized material is the property of JAVRY. Customer also undertakes to immediately inform JAVRY of the said seizure.

If Customer is himself a tenant of the premises in which the Equipment is placed, he undertakes, before its placement, to inform the owner of the premises that the placed Equipment does not belong to Customer.

13. Right of withdrawal

The right of withdrawal is provided for, where applicable, by each contract separately.

14. Termination of the Contract

Each Contract itself specifies the manner in which the Contract may be terminated.

15. General

15.1 Commercial Warranty

The Equipment is covered by a commercial warranty granted by JAVRY, namely that :

if the rented or tested Equipment has a hidden defect of which the Customer has become aware within the first two months after conclusion of the Contract; or

if the Equipment subject to a maintenance contract is damaged or rendered unusable due to an error - intentional or not - of JAVRY;

JAVRY undertakes to replace the Equipment in accordance with the procedure under Article 9.1.

The Customer has to inform JAVRY within two (2) months after the occurrence or knowledge of the defect and/or fault and/or damage, according to the procedure under Article 4.1.

15.2 Modification of the General Conditions

JAVRY reserves the right to modify the Terms & Conditions from time to time. The new Terms and Conditions will apply to any product order placed or Contract concluded after the entry into force of such modification.

If the Customer has entered into the Contract as a consumer, the Customer shall be given prior notice of the forthcoming amendment to the General Terms and Conditions. If the Customer-consumer refuses to have the new General Terms and Conditions applied to his Contract, he shall terminate the Contract - free of charge.

15.3 Non-waiver

JAVRY's failure to enforce any of the provisions of the General Terms and Conditions or the Contract in its favour shall not be construed as a waiver of its right to do so.

15.4 Severability

Each article and each paragraph of these General Conditions and the Contracts are independent of each other. Consequently, the invalidity of one or more articles or paragraphs of these General Terms and Conditions or of the Contracts shall not affect the validity and application of the other provisions contained therein. The Parties undertake to replace the clause considered invalid or illegal with a similar clause and/or one with the same scope as the clause declared invalid or illegal.

15.5 Force majeure

JAVRY is not obliged to fulfil its obligations if a case of force majeure occurs. In this case, JAVRY may either (i) suspend its contractual obligations for the duration of the force majeure event, or (ii) terminate the Contract if the force majeure event continues.

Force majeure is any event beyond the reasonable control of JAVRY, including, but not limited to, any cause such as: natural disaster, civil unrest, economic sanctions, fire, floods, severe weather conditions, explosion, epidemic, terrorism, labour disputes, strikes, any form of industrial action or dispute, as well as any circumstance that would prevent the normal delivery or transportation of the Equipment, and other similar situations that may affect JAVRY, its subcontractors, its own suppliers or transporters.

15.6 Transfer

In case of sale of its business, or renting, new management or new direction, the Customer commits itself to inform JAVRY immediately by registered letter and to transmit the identity and the coordinates of the new holder.

In case of total or partial transfer of its rights on the premises where the object of the present agreement is exercised, the Customer undertakes to include in the one that will serve as a support a maintenance clause of the present Contract. In addition, and in this eventuality, the Customer shall remain jointly and severally liable for all the obligations existing under this Agreement for the entire duration of the Agreement.

15.7 Applicable law

The General Conditions and the Agreement(s) are governed by Belgian law.

15.8 Disputes

In the event of a dispute relating to the interpretation or execution of this agreement, except for the possibility of a simple default of payment, the parties may, at their own discretion and by mutual agreement, call upon mediation as organised by the Business Court of Walloon Brabant.

If the mediator fails to reach a negotiated solution within one month of accepting his mission, any remaining dispute shall fall under the exclusive jurisdiction of the courts of the judicial district of Walloon Brabant.

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