

## Terms and Conditions of FIXPRESSO BV

### I. GENERAL PROVISIONS

#### Article 1 – General

1.1 The following definitions apply in these Terms and Conditions:

- a) **Fixpresso BV**: The limited liability company Fixpresso BV, with company number BE0782.318.460, or any affiliated legal entity that has declared these terms and conditions applicable to its agreements.
- b) **Buyer**: The party with whom Fixpresso BV has concluded or intends to conclude an agreement;
- c) **Products**: All equipment, parts, and supplies delivered or to be delivered by Fixpresso BV;
- d) **Agreement**: The agreement between Fixpresso BV and the Buyer.

1.2 These terms and conditions apply to all Agreements between Fixpresso BV and the Buyer, as well as to all offers/quotations made by Fixpresso BV. Once an agreement has been concluded under these general terms and conditions, they also apply in full to any subsequent Agreements.

1.3 If Fixpresso BV performs additional work alongside the delivery of Products, such as installation, maintenance, or repair, both the General Provisions (I) and the Special Provisions (II) apply. In case of conflict, the Special Provisions prevail over the General Provisions.

1.4 The applicability of any of the Buyer's terms and conditions is expressly rejected.

1.5 Deviations from these terms and conditions or any part thereof may only be agreed upon in writing.

1.6 If one or more provisions in these terms and conditions are or become invalid for any reason, this shall not affect the validity of the remaining provisions. In such a case, Fixpresso BV is entitled to replace the invalid provision with a provision that closely reflects the intent of the original without being void or voidable.

1.7 In the event of textual differences between different language versions of these terms, the Dutch text shall be binding.

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#### Article 2 – Agreement and Formation

2.1 All offers from Fixpresso BV are non-binding unless explicitly stated otherwise in writing. Offers may be withdrawn until an agreement has been concluded. Fixpresso BV reserves the right to refuse an order without providing reasons.

2.2 Fixpresso BV may rely on the accuracy and completeness of the data, information, and documents provided by the Buyer when preparing an offer. It also assumes that delivery can take place on working days during regular working hours and that the delivery location is

reasonably accessible in Fixpresso BV's opinion (a construction site is not considered reasonably accessible).

2.3 Agreements are only concluded after written acceptance by Fixpresso BV or once Fixpresso BV has started executing the order placed by the Buyer.

2.4 The installation report and the detailed information included for the placement of Products form an integral part of the Agreement.

2.5 Any later additional agreements, changes, or commitments only bind Fixpresso BV if confirmed in writing by Fixpresso BV.

2.6 Images, drawings, etc. in catalogs or on websites, and information on color, features, or quality are for indicative purposes only and are not binding for Fixpresso BV.

2.7 The Buyer is always responsible for timely obtaining all government permits, exemptions, or approvals required for the order, as well as third-party consents (e.g., the property owner). Fixpresso BV accepts no responsibility in this regard.

2.8 The Buyer is responsible for the accuracy of their contact details (such as the email address for invoicing). Any changes must be communicated to Fixpresso BV immediately.

### **Articles 3 and 4: Price and Payment**

**3.1** All prices are in euros and exclusive of transportation costs, vertical transport, installation and placement costs, VAT, recycling fees (Article 3.2), dollar surcharge (Article 3.3), import duties, and other government-imposed levies.

**3.2** Fixpresso BV is entitled to charge recycling fees when delivering electrical and electronic (plug-in ready) equipment. Recycling fees are calculated based on the weight of the devices. The current recycling fee rates are available upon request from Fixpresso BV.

**3.3** Fixpresso BV is entitled to apply a dollar surcharge. This surcharge serves to compensate for price increases due to changes in the dollar exchange rate.

**3.4** Every sale is expressly made under the condition that the price is based on cost factors applicable at the time the agreement is concluded, such as purchase prices, wages, wage costs, insurance premiums, foreign currency exchange rates, transport costs, import and export duties, or other domestic or foreign levies and/or taxes.

**3.5** Fixpresso BV reserves the right to increase prices due to cost factor increases occurring before the delivery date. If the price increase equals or exceeds 10%, the Buyer has the right to terminate the agreement.

**3.6** Unless otherwise agreed, the quoted price only applies to the specific Agreement and the Products listed therein.

### **Article 4 Payment**

**4.1** Payment must be made within 30 days from the invoice date by bank transfer to Fixpresso BV's bank account.

**4.2** Fixpresso BV may require advance payment or other security, such as a bank guarantee.

**4.3** If an invoice is not paid within 30 days, the Buyer is in default without any notice or formal demand being required. At that point, all outstanding invoices of Fixpresso BV and its affiliated entities, such as Prorent N.V., become immediately due and payable, and Fixpresso

BV is entitled to suspend its services.

**4.4** Fixpresso BV is entitled to offset an outstanding invoice with a credit balance owed to the Buyer by one or more affiliated entities, such as Prorent N.V. Mutual rights of offset apply between Fixpresso BV and its affiliates.

**4.5** The Buyer is not allowed to suspend payment of invoices. All payments must be made without any deduction or setoff.

**4.6** Payments made by the Buyer shall first be applied to all due interest and costs and then to the oldest outstanding invoices, even if the Buyer states that the payment relates to a later invoice.

**4.7** If payment is not made within the applicable payment term, the Buyer is automatically in default and owes a late payment interest of 1.5% per month on the total outstanding invoice amount from the due date, with each part of a month counted as a whole month.

**4.8** If Fixpresso BV is forced to hand over its claim for collection due to the Buyer's default, all associated costs, including administrative, legal, and extrajudicial costs (including bankruptcy petition fees), shall be borne by the Buyer. Extrajudicial collection costs are at least 15% of the unpaid amount, with a minimum of €500.00.

**4.9** If Fixpresso BV has reasonable doubts about the Buyer's financial capacity, it is entitled to suspend its performance under the agreement until the Buyer provides (additional) security for payment.

**4.10** Once the Buyer has fulfilled their obligations and/or provided sufficient security, Fixpresso BV will make the delivery period available as required, taking into account the then-current capacities of Fixpresso BV and/or its suppliers.

**4.11** If the Buyer fails to meet its payment obligations on time, Fixpresso BV may at any time, without further notice and without court intervention, terminate the agreement. In such case, the Buyer is liable for damages suffered by Fixpresso BV, including loss of profit, transport costs, and notice of default costs, with a minimum of 15% of the order amount.

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## **Article 5 Delivery and Delivery Times**

**5.1** Delivery of Products depends on the value of the (partial) delivery:

- a) DDP (Incoterms 2020) if the value exceeds €500 per (partial) delivery;
- b) Ex Works (Incoterms 2020) if the value is below €500 per (partial) delivery.

**5.2** All agreed delivery times are indicative and not binding deadlines. Fixpresso BV is only in default regarding delivery times if it has been lawfully notified of default. Late delivery does not lead to liability on the part of Fixpresso BV or to any right of termination for the Buyer.

**5.3** Fixpresso BV is entitled to make partial deliveries and to invoice each partial delivery.

**5.4** From the moment of delivery, the risk transfers to the Buyer, who is then responsible for any direct or indirect damage to the delivered Products. If installation does not immediately follow delivery, the Buyer must ensure safe, accessible, and suitable storage near the installation site at their own expense.

**5.5** In the event of delivery delays caused by any changes in circumstances, the delivery period will be extended by the duration of the delay. Fixpresso BV will inform the Buyer in a timely manner. Delayed delivery does not entitle the Buyer to cancel the agreement or claim damages.

**5.6** The Buyer is obliged to accept the Products at the time they are delivered or made available as agreed. If the Buyer postpones acceptance, refuses, or fails to provide necessary

information or instructions, Fixpresso BV is entitled, at its discretion, to:

a) store the Products at the Buyer's risk. Fixpresso BV may then charge all additional costs, including transport and storage;

b) terminate the Agreement. In that case, the Buyer is liable for damages incurred by Fixpresso BV, including transport, storage costs, and lost profits, with a minimum of 15% of the order amount.

**5.7** Fixpresso BV offers the Buyer the option to return used/discarded equipment and will ensure responsible removal and processing. If the Buyer instructs Fixpresso BV to handle this, Fixpresso BV is entitled to charge the associated costs.

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## **Article 6 Packaging**

**6.1** The method of packaging shall be reasonably determined by Fixpresso BV. Fixpresso BV is not obliged to take back packaging.

## **Article 7 Retention of Title**

**7.1** All sales and deliveries are subject to an extended retention of title. Ownership of sold and delivered Products, including those already paid for, remains with Fixpresso BV until all claims under the Agreement(s) and related services, such as service— including interest and costs— have been settled. Until that time, the Buyer is obligated to store the Products delivered by Fixpresso BV separately from other goods and clearly identified as property of Fixpresso BV, and to properly insure and keep them insured.

**7.2** Fixpresso BV is entitled, in the event of late payment by the Buyer or if there is a valid reason to assume the Buyer will not pay or will pay late, to reclaim its property. The costs of such reclamation are borne by the Buyer.

**7.3** As long as ownership of the delivered goods has not been transferred to the Buyer, the Buyer may not pledge, transfer ownership of, or grant any other security interest in the Products to third parties.

**7.4** If Fixpresso BV cannot invoke its retention of title because the delivered Products have been mixed, transformed or incorporated into other products, the Buyer is obligated to pledge the newly formed goods to Fixpresso BV and take all necessary actions in that regard.

**7.5** Fixpresso BV must be granted access to its delivered Products, subject to an immediately payable penalty of €250.00 per day without notice of default being required. All costs arising from the exercise of the property rights by Fixpresso BV are for the Buyer's account.

**7.6** If and insofar as the country of destination of the Products provides for more extensive rights regarding retention of title, these broader provisions shall apply.

## **Article 8 Liability**

**8.1** Fixpresso BV shall not be liable for damages suffered by the Buyer, unless and to the extent that the Buyer proves that the damage resulted from intent, gross negligence and/or deliberate recklessness by the management or senior executives of Fixpresso BV.

**8.2** "Damage" shall in any case include loss resulting from breach of contract, dissolution, annulment, violation of legal obligations, and tort.

**8.3** Under no circumstances shall Fixpresso BV be liable for pure financial loss, personal injury, death, loss of profit, loss of revenue, missed savings, goodwill damage or similar losses, labor

costs, production downtime, standstill damage, repair costs, transport costs, fire or water damage due to leakage, structural damage due to delivery, interest and penalties, suffered by the Buyer, their subordinates, or third parties engaged by the Buyer, regardless of how such damage is classified (direct, indirect, consequential damage).

8.4 Total cumulative liability, on any legal basis, shall be expressly limited to, at Fixpresso BV's discretion:

- a) Replacing or repairing the ordered Products;
- b) The amount paid out by insurance in the relevant case plus the excess borne by Fixpresso BV. If no insurance payout is made for any reason, liability is expressly limited to the invoice value of the relevant Products. Any further liability is expressly excluded.

8.5 Fixpresso BV may have the damage assessed by an expert of its choosing. The Buyer is required to fully cooperate in any investigation into the nature, extent and cause of the damage, failing which the right to compensation shall lapse.

8.6 The period within which Fixpresso BV may be held liable for damages is in all cases limited to one month after the damaging event occurred. All claims shall expire 12 months from the date of notification of liability if no legal action is brought within this period.

8.7 If the Buyer's failure to comply with contractual or legal obligations causes Fixpresso BV to be held liable by third parties, the Buyer shall indemnify Fixpresso BV against all consequences of such liability.

8.8 Fixpresso BV shall not be liable for any incorrect application of the delivered Products by the Buyer or third parties.

8.9 Fixpresso BV expressly excludes liability for third parties it has engaged.

## **Article 9 Inspection and Complaints**

9.1 The quantities stated on delivery notes or similar documents are deemed correct unless the Buyer immediately protests upon receipt and notes this on the delivery document.

9.2 The Buyer must inspect the delivered Products for visible defects immediately upon delivery. Complaints about visible defects lapse if the defect is not reported in writing to Fixpresso BV within 48 hours of receipt.

9.3 All other defects must be reported in writing within 7 working days after discovery or reasonable opportunity to discover, stating the nature and basis of the complaint. After this period, the Buyer can no longer invoke the defect.

9.4 Minor deviations allowed under industry standards, discoloration, small scratches, or other minor issues do not give right to complaints.

9.5 If Fixpresso BV considers a complaint to be valid, it may, at its discretion, provide compensation not exceeding the value of the delivered goods, or proceed to repair or replacement.

9.6 Legal claims must be brought before the competent court within one year of notification of liability, failing which the claim lapses.

9.7 Complaints about invoices must be made in writing within 8 days of the invoice date, otherwise the invoice will be deemed correct and undisputed.

## **Article 10 Quality, Warranty and Use**

10.1 Unless expressly agreed otherwise, normal quality shall be delivered. Deviations permitted under industry standards are allowed.

10.2 Provided the Buyer has met its obligations, Fixpresso BV grants the following warranty from the date of delivery:

- a) New equipment: 12 months;
- b) Used equipment: 6 months;
- c) Replaced/spare parts: 3 months.

The warranty covers faults in design, materials, and/or workmanship. No warranty is provided for installation or maintenance.

10.3 Repairs do not extend the warranty period.

10.4 The warranty entails that defects will be repaired or parts replaced free of charge within a reasonable period. Replaced goods become the property of Fixpresso BV and must be returned.

10.5 The warranty does not entitle the Buyer to any additional compensation.

10.6 The warranty does not cover defects due to:

- Intent or gross negligence;
- Normal wear and tear;
- Failure to observe operating/maintenance instructions;
- Incorrect use;
- Improper handling;
- External influences (e.g., impact damage);
- Repairs/alterations not performed by Fixpresso BV;
- Use of non-original parts;
- Limescale or chemicals in water (e.g., sodium, chlorine);
- Use of unauthorized cleaning agents.

10.7 No warranty is given for wear-sensitive parts (e.g., lights, seals, gaskets), as determined by Fixpresso BV. This list is not exhaustive.

10.8 Products must be used in accordance with the instructions, which the Buyer is deemed to know.

## **Article 11 Termination of the Agreement**

11.1 Fixpresso BV may terminate the Agreement in whole or in part without court intervention if the Buyer breaches the Agreement, is declared bankrupt, applies for suspension of payments, is subject to debt restructuring, or loses control over (parts of) their assets. All outstanding claims shall become immediately due.

11.2 The Buyer is not entitled to terminate the Agreement, except in the case of force majeure as described in Article 14.

11.3 Termination renders all reciprocal claims immediately due. The Buyer is liable for any resulting damage to Fixpresso BV, including transport and storage costs and loss of profit, with a minimum of 15% of the order value.

11.4 If Fixpresso BV and Buyer do business repeatedly, each Agreement is considered separate; no continuing agreement is formed.

11.5 If a continuing agreement does exist, it may be terminated with three months' notice from the end of the month, without liability for compensation. No continuing agreement exists if no purchases have been made for six months.

## **Article 12 Returns**

12.1 Returns will not be accepted without prior written agreement with specific details provided by the Buyer. In case of return, 75% of the value will be credited.

12.2 The Buyer must request return authorization in writing within 14 days of delivery.

12.3 Products specially ordered, partially processed, damaged, or without/or with damaged packaging cannot be returned.

### **Article 13 Intellectual Property**

13.1 Fixpresso BV retains all intellectual property rights to designs, drawings, models, images, sketches, structures, inventions, ideas, etc., even if they include the Buyer's input.

13.2 The Buyer may only use such intellectual property in the context of an Agreement with Fixpresso BV. These materials may not be copied, published, or shared with third parties.

### **Article 14 Force Majeure**

14.1 Force majeure in this article shall be deemed equivalent to force majeure under Article 1148 of the Belgian Civil Code. Force majeure for Fixpresso BV includes, but is not limited to, situations in which Fixpresso BV, after concluding the Agreement, is prevented from fulfilling its obligations under this Agreement or its preparations due to, among others, war, threat of war, (natural) disasters, epidemics, pandemics, strikes, company occupation, lockdowns, government measures, delay in the supply of components, materials or parts, fire, operational breakdowns, accidents, import or trade restrictions, transport issues, and delivery problems at Fixpresso BV's suppliers, or due to any other external cause.

14.2 In the event of force majeure, the obligations of the parties are suspended.

14.3 If fulfillment is permanently impossible due to force majeure, or if a situation of force majeure lasts longer than 3 months, both parties have the right to terminate the Agreement in writing, without judicial intervention, and without any obligation to compensate the other party.

14.4 If Fixpresso BV has partially fulfilled its obligations before the occurrence of force majeure, or can still partially fulfill its obligations, it is entitled to invoice the part already delivered or to be delivered separately. The Buyer is obligated to pay this invoice as if it were a separate agreement.

14.5 Fixpresso BV is also entitled to invoke force majeure if the circumstance preventing (further) fulfillment arises after Fixpresso BV should have fulfilled its obligations.

### **Article 15 – Applicable Law and Competent Court**

15.1 All Agreements between the parties shall be governed by Belgian law.

15.2 All disputes arising out of or related to the concluded Agreement shall be submitted to the Commercial Court of Antwerp, Turnhout division, unless mandatory provisions of Belgian law provide otherwise.

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## **II SPECIAL PROVISIONS FOR ADDITIONAL SERVICES SUCH AS INSTALLATION, MAINTENANCE AND REPAIR**

### **Article 1 – Services by Fixpresso BV**

1.1 Fixpresso BV shall carry out its services with due care and shall provide qualified personnel for the execution thereof.

1.2 Fixpresso BV shall perform its services on working days between 8:30 a.m. and 5:00 p.m., unless otherwise agreed.

## **Article 2 – Obligations of the Buyer**

2.1 The Buyer shall ensure that Fixpresso BV can commence its services on time and carry them out without delay.

2.2 The Buyer must immediately inform Fixpresso BV of all facts and circumstances that may be relevant to the execution of the services.

2.3 The Buyer shall, at their own expense and risk, in any case perform the following tasks, unless these are not necessary for the work to be performed by Fixpresso BV:

- The supply of gas, water and electricity in sufficient quantities, including the necessary connection points;
- The drainage of wastewater;
- Chiseling, demolition, foundation, painting and groundwork;
- Provision of a suitable workspace equipped with all reasonably necessary facilities such as sanitary installations, lighting, and heating;
- Provision of drawings or other necessary information concerning the services to be performed and the work location, if not to be created by Fixpresso BV;
- The supply of scaffolding, lifting equipment, hoisting devices, and the necessary personnel;
- Engaging third parties to perform work;
- Taking all safety and precautionary measures that are necessary or desired by Fixpresso BV to perform the services in accordance with government regulations.

2.4 Any additional work and/or extra costs and damage arising from delays in the execution of the assignment due to the Buyer's failure to perform, timely perform, or properly perform the tasks listed under 2.3 shall be borne by the Buyer.

2.5 If the Buyer assists Fixpresso BV in the performance of the services, this shall be done at the Buyer's own expense and risk.

## **Article 3 – Risk**

3.1 Damage to or full or partial loss of materials, parts, tools, and similar items brought to the worksite by Fixpresso BV shall be at the Buyer's expense, unless due to fault on the part of Fixpresso BV.

## **Article 4 – Preventive or Corrective Maintenance**

4.1 Preventive or corrective maintenance shall be carried out following receipt of a fault notification or upon any other request from the Buyer to Fixpresso BV to perform maintenance.

4.2 Fixpresso BV aims to perform the maintenance as soon as possible after receiving the request to do so.

## **Article 5 – Compensation**

5.1 Settlement of the services provided by Fixpresso BV shall be based on the time spent and the parts used, charged at the applicable rates.