

General Terms of Use Schaerer Coffee Link

(version dated June 2018)

These Terms of Use, valid at the time of signing of the contract, shall apply to the use by the customer as the end user (hereinafter, the "User") of the web portal of Schaerer Coffee Link and the services offered through Schaerer Coffee Link at www.coffeelinkng.schaerer.com (hereinafter "Schaerer Coffee Link") by Schaerer AG, Allmendweg 8, Postfach 336, 4528 Zuchwil ("**Schaerer**"). Hereinafter, the User and Schaerer shall be referred to jointly as the "Parties."

§ 1 Services and Availability

- (1) Schaerer Coffee Link is a web portal in which digital solutions are offered (hereinafter, the "Web Portal") that include a variety of services for users of Schaerer coffee machines. The User of a Schaerer coffee machine featuring a telemetric module (hereinafter, "Schaerer Coffee Link connected") can use Schaerer Coffee Link to manage his/her Schaerer coffee machine by analyzing and optimizing the use of said coffee machine and can grant other users access to any coffee machine the User manages through the Web Portal. In addition, the User can use Schaerer Coffee Link to view solutions to problems with his/her coffee machine in the Know-How Center; can view media data, for example, manuals in the Media Pool; and can order spare parts and/or accessories in the online shop (hereinafter jointly, the "Services"). For detailed information regarding the Services, please refer to Schaerer's comprehensive description. The use of individual Services (e.g., the online shop) may be subject to additional conditions pursuant to the applicable separate terms of use.
- (2) Schaerer reserves the right to extend the Services or to restrict the use of the Services to specific periods of time. The User shall not be entitled to claim continuation of specific Services or parts thereof.
- (3) To use any of the Services, the User must register as specified in § 2 below. Registration for Schaerer Coffee Link and for the use of the Media Pool, the online shop, the Know-How Center and the services included in the Basic Package (hereinafter, the "Free Services") shall be free of charge if no coffee machine featuring Schaerer Coffee Link connected is connected. If a coffee machine is

connected, after expiration of the initial period, additional costs shall be charged pursuant to § 3 including for the use of Free Services. Use of the services included in the Premium Package and the Professional Package shall be subject to a fee (hereinafter, the “Services subject to a fee”). For details on the regulations regarding the use of the Services subject to a fee, please refer to § 4 below.

- (4) The User shall not be entitled to claim uninterrupted use. There shall be no guarantee that access to or the use of Schaerer Coffee Link may not be interrupted or compromised temporarily due to maintenance work, development activities, or other disruptions which may lead to loss of data. Schaerer shall notify the User of all planned maintenance periods and other downtimes in a timely manner. Schaerer shall strive to ensure that the Services are provided with as little interruption as possible; however, technical disruptions (e.g., power outages, hardware and software errors, technical problems with data lines) may result in temporary restrictions or interruptions.
- (5) The Web Portal is provided to Schaerer by WMF Group GmbH, Eberhardstraße 35, D-73312 Geislingen an der Steige, e-mail: info@wmf-group.com (hereinafter “WMF”), technical provider of the Web Portal for the WMF Group. For more information, please refer to the Privacy Statement.

§ 2 Registration

- (1) To use the full functionalities of Schaerer Coffee Link and the coffee machine featuring Schaerer Coffee Link connected, the User must register at www.coffee-linkng.schaerer.com. To register, users must be of age. Registering for and using Schaerer Coffee Link is restricted to commercial users exclusively. Schaerer Coffee Link may not be used by consumers.
- (2) At the time of registration, the User will be required to provide login data which shall include the User’s valid e-mail address and a password freely selected in compliance with the password guidelines. When registering, the User may not purport to be any other person or use a user ID which he/she is not authorized to use.
- (3) If the User’s login data changes over the course of the usage relationship, the User shall edit the data in his/her personal settings in Schaerer Coffee Link promptly. Any and all costs incurred in connection with faulty data shall be reimbursed to Schaerer by the User.

- (4) If at the time of registration the User is offered the opportunity to sign up for Services subject to a fee, the respective costs will be displayed during registration. At the time of registration, the User can choose whether he/she wants to use Free Services only or to sign up for Services subject to a fee as well. Services subject to a fee also can be applied for at any time after registration. The fees to be paid for the use of the Services subject to a fee shall be shown to the User at the time of registration.
- (5) By registering, the User makes Schaerer an offer to enter into a usage relationship with regard to Schaerer Coffee Link based on these Terms of Use. Schaerer shall be free to accept such offer. If the User's registration is not confirmed within a reasonable period of time by e-mail sent to the address provided by the User or by the User's activating of his/her user profile, the User no longer shall be bound to his/her offer. Upon receipt of the confirmation by e-mail or the activation of the User's profile, the agreed-upon usage relationship shall come into effect and Schaerer shall activate the access requested by the User. Once such access is activated, the User shall be entitled to use Schaerer Coffee Link in compliance with these Terms of Use. The text of the contract shall be saved by Schaerer but shall not be retrievable by the User.

§ 3

Management of Schaerer Coffee machines

- (1) To use the full functionalities of the Services, the User will be required to connect at least one coffee machine featuring Schaerer Coffee Link connected in his/her Schaerer Coffee Link user profile. If no coffee machine featuring Schaerer Coffee Link connected is connected, the User only can use the Media Pool, the online shop and the Know-How Center. As the buyer of a coffee machine featuring Schaerer Coffee Link connected (hereinafter, "Primary User") the User can add such coffee machine in Schaerer Coffee Link and can use the Services for such coffee machine. To be monitored in Schaerer Coffee Link, a coffee machine featuring Schaerer Coffee Link connected must be connected by a Primary User.
- (2) In addition to himself/herself, the Primary User can grant another registered user access to his/her coffee machine featuring Schaerer Coffee Link connected (hereinafter, the "Secondary User") to allow such Secondary User to use such coffee machine, for example, in the system gastronomy industry or if coffee machines featuring Schaerer Coffee Link connected are sold by coffee-roasting companies. The scope of use of the coffee machine featuring Schaerer Coffee Link connected by the Secondary User shall be agreed upon between the Primary User and the Secondary User. If the Primary User does not operate the coffee machine

featuring Schaerer Coffee Link connected himself/herself, he/she undertakes to inform the Secondary User or any other users who do not have access to Schaerer Coffee Link of the connection of the coffee machine to Schaerer Coffee Link and of the Primary User's scope of use thereof and to ensure that such persons agree to the use of the information transmitted by the Primary User via Schaerer Coffee Link. Schaerer reserves the right to restrict the Primary User's use of Schaerer Coffee Link if and when Schaerer has reasonable doubt regarding the Primary User's compliance with this obligation. The Primary User shall release Schaerer from any and all third-party claims relating to the connection of a coffee machine featuring Schaerer Coffee Link connected.

- (3) Connecting a coffee machine featuring Schaerer Coffee Link connected in the Web Portal shall be subject to a fee. All new coffee machines featuring Schaerer Coffee Link connected purchased from Schaerer or from a specialist retailer come with the right to be connected in the Web Portal for a 36-month period starting with the first use of the coffee machine featuring Schaerer Coffee Link connected in Schaerer Coffee Link (hereinafter, the "Initial Term"). The Initial Term depends on the initial setup for operation of the coffee machine by the user and not on the time when the coffee machine is connected. If the coffee machine is only connected during the initial term, the free use until the end of the initial term is reduced accordingly. After the expiry of the initial term, which ends automatically without the need for termination, additional costs are incurred for the connection of the coffee machine. This also applies to the further use of the services of the "Basic" package. In this case Schaerer will contact the user via the portal, by e-mail, telephone or letter and submit a corresponding offer before the end of the start period. When using paid services, the connection of the coffee machine is included and there are no additional costs after the startup period has expired. If the customer books the paid connection after the end of the start period, the connection is extended by the agreed term and is then automatically extended by another twelve (12) months.
- (4) In the event of termination of the connection or the chargeable services at or after the end of the start-up period, the use of the services for the respective coffee machine ends automatically. If no chargeable extension of the services for the coffee machine is ordered, the user's access to the coffee machine in the web portal ends. The coffee machine can only be used again via the web portal when you order one of the chargeable services. In the event of destruction or loss of the coffee machine, the remaining term for the use of the portal services will not be refunded.
- (5) When a coffee machine featuring Schaerer Coffee Link connected is put into operation, information on its operation and status (hereinafter, "Technical Data") is transmitted to Schaerer. Technical Data includes, but is not limited to, the following:

- a) the type and number of the devices connected to the coffee machine, for example, a cooling unit with compatible sensor technology;
- b) meter values and statistics on brewings, beverage and maintenance meters, milk temperature (in the case of an add-on device or an add-on cooling unit), boiler temperature, etc.;
- c) commands and functions executed via the Web Portal, including the time;
- d) the status of the coffee machine (on, off, and the time of status change);
- e) data regarding radio transmission, including the signal strength, the provider selected and the radio cell in which the coffee machine is located;
- f) diagnostic and error messages for the coffee machine and all the compatible devices connected to it;
- g) types and times of cleaning;
- h) software versions, time of installation of software updates, and log files of the software; and
- i) settings for beverages and for the coffee machine.

If the User does not use Schaerer Coffee Link, Schaerer cannot associate the Technical Data with any specific person or persons. The Technical Data of individual users is used in a pseudonymized form for example for the purpose of enhancing and further developing products, including if the usage relationship is terminated. In addition, the Technical Data will be linked to the User's account and used at the personal level only as agreed upon in the contracts entered into between the User and Schaerer (Terms of Use for Schaerer Coffee Link, service agreement) or based on the User's express consent. The person-related use of the Technical Data shall cease when the User terminates the contract. Details of the data collected and the use thereof are specified in the Privacy Statement.

§ 4 Use of Services Subject to a Fee

- (1) To use any of the Services subject to a fee, the User must place a separate order unless the User applied to use the Services subject to a fee at the time of registration. Before obtaining access to the respective Services subject to a fee, the User shall be sent a message online notifying the User of the costs incurred, the terms of payment, the term and termination of the Services subject to a fee,

and other relevant details. The User then shall have the opportunity to submit an order for Services subject To a Fee by clicking the order button.

- (2) The User can purchase Services Subject To A Fee when buying a coffee machine featuring Schaerer Coffee Link connected from a retailer or from the Schaerer Coffee Link online shop. The respective regulations regarding the creation of contracts shall apply. By placing an order in the online shop, the User confirms his/her binding offer to use the Services Subject To A Fee. To accept such offer, Schaerer shall activate the Services subject to a fee the User ordered. The respective usage relationship shall be subject to these Terms of Use as well.
- (3) The User can order Services subject to a fee included in a higher-level package at any time. Switching to a lower-level or a free package only shall be possible before the term of the current package expires.

§ 5 Payment Terms

- (1) All fees indicated are exclusive of statutory value added tax.
- (2) Unless agreed-upon otherwise, Schaerer shall invoice annual contractually owed fees in advance. Invoices shall be sent by e-mail only.
- (3) If the User has been offered a test or trial period for the Professional Package and/or the Premium Package, the use of such packages shall end automatically upon expiry of such test or trial period.
- (4) The user waives his right to charge according to Art. 120 OR. The user has no right of retention.

§ 6 Responsibility for Login Data

- (1) The User shall store his/her login data including his/her password in a safe location and shall not make them available to any unauthorized third parties.
- (2) The User shall be responsible for ensuring that only the User and/or persons authorized by the User have access to and use Schaerer Coffee Link. If the User has reason to suspect that unauthorized third parties have gained or will gain knowledge of the User's login data, the User shall notify Schaerer without delay.

§ 7
Admissible Scope of Usage

- (1) Usage rights shall be limited to accessing Schaerer Coffee Link and using the available Services in compliance with these Terms of Use.
- (2) Responsibility for creating the technical conditions (including, but not limited to, hardware, web browser and Internet access, mobile phone service at the location of the coffee machine or, alternatively, WiFi or WAN connection) for using the Services as contractually agreed upon shall lie with the User. Schaerer shall not owe the User any consultation services in this regard.
- (3) When using the devices connected to Schaerer Coffee Link, the User shall observe and comply with the terms of use for such devices.
- (4) Schaerer hereby informs the User that usage activities may be monitored to the extent permitted by law and that Schaerer may have a legal obligation to conduct such monitoring. This may include the logging and analysis of IP connection data in the event of reasonable suspicion of a violation of these Terms of Use and/or of any other illegal activity or a crime.

§ 8
Use of Content Available in Schaerer Coffee Link

- (1) Most content available in Schaerer Coffee Link is protected by copyrights, brand laws, competition laws and/or other industrial property rights and are property of Schaerer or other third parties that provide such content for the User to use via Schaerer Coffee Connect. The composition of such content itself also is copyrighted. The User only shall be entitled to use such content pursuant to these Terms of Use and in line with the functions and services available in Schaerer Coffee Link.
- (2) Unless extended use is permitted expressly by these Terms of Use or by the special terms applicable to any of the Services or is facilitated in Schaerer Coffee Link through the respective function (e.g., a download button),
 - a) the User shall use the content available in Schaerer Coffee Link exclusively for the User's own business purposes and commercial use of such content beyond this scope shall be prohibited; this usage right shall be limited to the duration of the contractually agreed-upon use of Schaerer Coffee Link;

- b) the User shall be prohibited from editing, altering, translating, displaying or showing, publishing, exhibiting, duplicating or disseminating (including iFraming) the content available in whole or in part and from removing or altering copyright notices, logos, and other marks or notices regarding protective rights.
- (3) The User shall be entitled to download content, send content by e-mail, and/or print content only to the extent the User is provided with a function for doing so (e.g., a download button).
- (4) With regard to content downloaded, sent and/or printed out by the User in accordance with these Terms of Use, the User shall have the permanent, non-exclusive right to use such contents for the User's own purposes unless any other type of use is expressly permitted in individual cases. In all other cases, all rights to the content shall remain with the original owner of such rights.
- (5) Mandatory statutory rights shall remain unaffected.

§ 9

Restriction of Access to Schaerer Coffee Link

- (1) Schaerer can block the User's access to Schaerer Coffee Link in whole or in part temporarily or permanently at its own discretion if Schaerer has concrete indication that the User has violated or is violating these Terms of Use and/or applicable laws or if Schaerer has any other vested interest in such blocking. In its decision in this regard, Schaerer shall take into consideration the User's justified interests. Schaerer reserves the right to block the User's access permanently if the User continues to violate these Terms of Use after having been issued a warning.
- (2) In the event of a temporary or permanent block, the User's access rights shall be blocked and the User shall be notified accordingly by e-mail.
- (3) If the block is temporary, the User's access rights shall be reactivated after the blockage period has expired or the reason for such blockage has been eliminated for good and the User shall be notified accordingly by e-mail. If the blockage is permanent, the User's access rights cannot be reactivated. Users whose access rights have been blocked permanently no longer can use Schaerer Coffee Link and cannot reregister. If the User is blocked permanently, Schaerer shall be entitled to terminate the User's usage relationship for extraordinary reasons.

§ 10
Changes to the Primary User

- (1) In the event the Primary User of a specific coffee machine featuring Schaerer Coffee Link connected changes due to the sale of said coffee machine or for any other reasons, as the former Primary User the User shall remove the specific coffee machine featuring Schaerer Coffee Link connected from his/her user profile in Schaerer Coffee Link. In the event the Primary User changes, connections to any Secondary Users shall be terminated. The coffee machine featuring Schaerer Coffee Link connected shall not be used for any other purposes until it has been activated by the new Primary User.
- (2) If a new Primary User is registered for the coffee machine featuring Schaerer Coffee Link connected, the term remaining at the time such change is implemented shall transfer to such new Primary User, provided such remaining term has been paid for in full. No reimbursement shall be made for any unused portions of any term. If the Initial Term has expired, the coffee machine featuring Schaerer Coffee Link connected can be used by a third party through Schaerer Coffee Link only after such third party has applied for an extension of the term, which extension shall be subject to a fee.

§ 11
Term and Cessation of Usage

- (1) The starting term of the "Basic", "Premium" and "Professional" packages will be 36 months. The term is automatically extended by a further twelve (12) months, unless notice is given at the end of the starting term or the extended term. The "Basic", "Premium" and "Professional" packages as well as the chargeable connection of the coffee machine in accordance with § 3 (3) may be terminated by giving three (3) months' notice to the end of the respective term via the Web Portal contact form. If the use of a Basic package is terminated with an extended chargeable connection of the coffee machine, the extension of the connection is automatically terminated with the termination of the Basic package.
- (2) If the User ceases to use Schaerer Coffee Link entirely, upon expiration of thirty (30) calendar days after termination has come into force and upon expiration of any and all applicable statutory retention periods, Schaerer shall be entitled to delete irretrievably any and all data generated in connection with the User's use of Schaerer Coffee Link. Personal data shall be subject mainly to the data protection regulations which may stipulate shorter retention periods. For more information, please refer to the Privacy Statement regarding Schaerer Coffee Link.

- (3) The right to terminate the contract for an extraordinary reason shall remain unaffected. In particular, such right shall be asserted by Schaerer if and when the User violates these Terms of Use repeatedly and fails to remedy such violations or commits any further violation of these Terms of Use despite Schaerer's warning.

§ 12

Limitation of Liability

- (1) Schaerer's liability is excluded irrespective of the legal basis. This does not apply to damage caused by intentional or grossly negligent conduct or bodily injury. The liability of Schaerer for auxiliary persons is excluded in any case.
- (2) Liability under the Product Liability Act is governed by the provisions of the Product Liability Act.

§ 13

Data Protection

- (1) Schaerer shall process any and all personal data provided by the User pursuant to the provisions of the applicable data protection laws.
- (2) The processing of the contract concluded with the user requires the use of his personal data. In addition, Schaerer processes the user's data within the scope of a concluded service contract for the execution of repairs and maintenance measures, for improving the offer for the user, for demand-oriented advertising for our products as well as for product improvement and development. The legal basis for processing the user's personal data is the respective execution of the contract as well as the legitimate interests of Schaerer. The details of the collected data and their respective use can be found in the Privacy Statement.

§ 14

Amendments to these Terms of Use

- (1) Schaerer reserves the right to amend these Terms of Use at any time, which amendments also shall apply to existing contractual relationships. Schaerer shall notify the User by e-mail of any such amendments no later than thirty (30) calendar days before they are planned to come into force.

- (2) If the User fails to object to amendments to these Terms of Use within thirty (30) days after receiving notification thereof and continues to use the Services after the objection period has lapsed, such amendments shall be deemed to have been agreed-upon in a binding manner as of the date such period lapses. If the User objects, the usage relationship shall be continued under the current conditions. In this case, Schaerer reserves the right to terminate the usage relationship at the next possible date. In its notification of amendments, Schaerer shall inform the User of his/her right to object and of the consequences of an objection.

§ 15

Modification of Services, Changes to Prices

- (1) Schaerer shall be entitled to modify the Free Services at any time, to make available any new Services for free or subject to a fee, and to discontinue the provision of Free Services. In doing so, Schaerer shall take into consideration the User's justified interests.
- (2) Schaerer shall be entitled to modify the Services subject to a fee at any time if and when such modifications are necessary because preliminary services required to provide any of the Services no longer are available or no longer are available under reasonable conditions, if the modifications to the Services are minor, if the modifications are advantageous to the User, or if the modifications correspond to typical conditions for similar services. The User shall be informed by e-mail of any and all modifications to the Services. Modifications to any of the Services shall be deemed to have been accepted by the User if and when the User does not terminate the contract by regular mail or by e-mail within 30 days after receipt of notification of such modification. The User shall be informed of this provision explicitly in such notification.
- (3) Schaerer shall inform the User of any and all changes to prices in a timely manner to allow the User to terminate the contract in compliance with the contractually agreed-upon period of notice before the new prices come into effect. If the User refrains from terminating the contract after having been notified of new prices and continues to use any of the Free Services after the new prices have come into effect, the new prices shall become binding on the Parties.
- (4) Every notification of a modification sent to the User shall include explicit information regarding the consequences of such modification and the User's right to object and/or to terminate his/her contract.

§ 16
Final Provisions

- (1) For detailed information regarding Schaerer as the operator of the Web Portal, the User can refer to the Legal section. Information regarding data protection is specified in the Privacy Statement.
- (2) These Terms of Use shall be subject to the laws of Switzerland under exclusion of international privacy laws and of the CISG.
- (3) Subject to mandatory legal provisions on the place of jurisdiction for consumers, the exclusive place of jurisdiction shall be the registered office of Schaerer's registered office. However, Schaerer also shall be entitled to sue the User at the location of the User's registered office or its place of residence.
- (4) Should any provision of these Terms of Use be or become invalid, the validity of the remainder of the provisions of these Terms of Use shall remain unaffected. In this case, the Parties jointly shall devise a legally valid provision that comes as close as possible to the economic purpose intended by the invalid provision. This provision shall apply accordingly to closing any gaps in these Terms of Use.