

## Coffee services Agreement

This Coffee Services Agreement ("Agreement") effective as of this 2024 \_\_\_\_\_ days, includes and between COFFEE LOFT / MALTA ("Provider") AND ("Client") located at \_\_\_\_\_.

This Agreement shall be effective for 3 years with automatic renewal for periods of equal duration unless either party receives written notice at least 60 days prior to the expiration date.

### EQUIPMENT

The coffee equipment will be installed in accordance with the following instructions:

1. The provider retains ownership of all coffee equipment supplied by the Provider and ensures all necessary maintenance, replacement and sanitation of such equipment.
2. The Provider provides a 12-month warranty for each coffee machine they supply and provides all necessary parts and maintenance for such coffee equipment during that period.
3. The repair or replacement service for the coffee equipment will be provided to the customer upon proper notification to the Provider, free of charge, and will be carried out within the normal industry period. The provider is not responsible for damage caused by negligence or vandalism.
4. Coffee equipment will be provided free of charge. Depending on the price of the espresso machine, in return the Customer will have to buy a certain amount of coffee per month. If the volume falls below the minimum, the Provider reserves the right to discuss alternative requirements, including the rental fee.

### QUANTITIES:

The price of a coffee machine is up to 10,000 euros - 20 kg per month

The price of a coffee machine is up to 15,000 euros - 30 kg per month

The price of a coffee machine is up to 20,000 euros - 40 kg per month

If the coffee machine exceeds 20,000 euros, we discuss the quantities and conditions in a separate agreement.

### COFFEE PRODUCTS

Provider offers a catalogue of nationally branded coffee. The Provider and the Client will collaborate to select the specific brands to be supplied to the Client.

### STOCKING/PRODUCT DELIVERY:

All coffee products and related supplies sold for the Coffee Equipment (the "Products") will be ordered and delivered exclusively via the Provider Direct

Sell order and delivery system. Related supplies include tea, chocolate, chai, kombucha.

## COST ADJUSTMENT

We reserve the right to adjust our prices accordingly. Coffee as a commodity is subject to price swings due to various factors out of Providers control. In the event that costs of goods or operational costs increase, Provider will provide a minimum of 30 days notice.

## TERMINATION

Except as otherwise provided herein, this Agreement may be terminated by either party hereto upon breach of this Agreement by the other party; provided, however, that (i) the non-breaching party gives the breaching party written notice of such breach, and (ii) the breaching party is allowed a fifteen (15) day cure period within which to cure such breach. If the breach is not cured within such period, this agreement may be terminated immediately. In the event of termination, the Client agrees to make all Coffee Equipment available at a reasonable time for immediate pick up by Provider, and Provider shall have thirty (30) days within which to pick up such Coffee Equipment Provider reserves the right to discontinue service to any location due to the unavailability of product, vandalism, low volume, or for any other reason. Client shall not be liable for any failure to perform its obligations under this Agreement if such failure results from any act of terrorism, riot, war, civil unrest, flood, earthquake, mechanical, electronic or communications failure or other causes beyond Agent's reasonable control. This Agreement is governed contract law in Malta and venue for any action shall be the court in Malta.

## PROGRAM MANAGEMENT:

1. Coffee invoices will be collected, consolidated and billed to Client by:  
Dory House LTD  
St. Nicholas str. 141  
VLT1624 Valletta, Malta

2. Payment Terms: The invoice amount is due in full 15 days from the date of the invoice. Credit card options available.

Owner's Representative - Company Name Coffee Loft / Malta.

Date: \_\_\_\_\_

The signatures are authorized representatives of the location in question and grant permission to Coffee Loft / Malta to execute this agreement. Facsimile-signed copy shall be considered to be original document; this Agreement may be executed in counterparts.