

All orders submitted by private customers (an individual buying Products for his own personal use or use by his relatives) from Nespresso France (simplified joint stock company with capital of €1,360,000 - RCS 382 597 821) in one of its store or via distance sales (by post, telephone, online), deliverable in metropolitan France (including Monaco and Corsica), including new or reconditioned machines in the Original or Vertuo ranges and the capsules and accessories intended for these ranges (hereafter collectively referred to as the "Product(s)") are subject to these general terms and conditions.

1. Orders

- 1.1 The minimum order quantity for coffee is:
 - in store, one pack,
 - for distance sales, 50 capsules for all ranges/technologies.
- 1.2 Nespresso shall retain ownership of the Products until full payment of the invoices and reserves the right to suspend the delivery or refuse the order if an invoice is paid late and until the amount due has been paid in full.
- 1.3 Nespresso reserves the right to refuse an order or to demand early payment, in case of overdue invoice or if the customer is insolvent.
- 1.4 The Products are offered for sale within the limits of available stock.

2. Prices, invoicing and payments

- 2.1 The prices of the Products ordered are invoiced including V.A.T. (excluding the eco-tax) and are the ones applicable on the date of purchase at a store or the date of order for distance sales. Invoices are payable on the date of issue. No discounts will be granted for early payment.
- 2.2 Payments can be made by cash, credit card (Mastercard, Visa, American Express), direct debit or bank transfer, indicating the customer number and/or invoice reference. Nespresso bank details are the following ones:
IBAN (International Bank Account Number): FR 76 3000 4013 2800 0106 4003 204
/ BIC (Bank Identification Code): BNPAFRPPPTX
Cheque payments are not accepted.
- 2.3 If the amounts due are not paid when due, a contractual late payment fee equal to 10% of the amount due must be paid, with a minimum penalty of €15 per receivable. This penalty is capped at €40 regardless of the total amount due.

3. Delivery charges and terms for distance sales

Nespresso offers various modes of delivery: standard delivery or premium delivery. Depending on the delivery mode chosen, the eventual delivery charges are the ones applicable at the date of the order and will be specified before your order is finalized. Some modes of premium delivery are only available in certain areas and during certain time slots. Nespresso strives to ensure that orders in metropolitan France are delivered within 4 working days following the confirmation of the order, to your selected address or to any available pickup points during the opening hours of the selected merchant. You may be required to show proof of identity.

4. Products verification

It's your responsibility to check the number and condition of the Products upon receipt and, in the event of damage or shortfall, to express the usual caveats to the carrier and to inform Nespresso within 7 (seven) days following the receipt of the Products (keeping the invoice). Nespresso shall then provide you with identical replacement Products or a refund. Risks of loss or damage to the Products are transferred to you upon delivery.

5. Right of withdrawal

- 5.1 Regardless of how the purchase is concluded, you have the right to return the Product within 14 days following its receipt if you are not satisfied and then 14 days following this notification to return it, without giving any reason. To exercise this right, you can use the standard return form available on www.nespresso.com or send a clear declaration indicating your intention to return the Product to us.
- 5.2 For health and safety reasons, only unused Products, properly protected, in their original intact packaging, in perfect condition, suitable for resale and accompanied by any accessories, instruction manuals and documentation and the corresponding invoice will be accepted.
- 5.3 Subject to the above clauses, Nespresso will issue a refund upon receipt of the returned Product(s) for the price of the Product(s) returned and any delivery costs invoiced, via the payment method used for the order and within 14 days following the date on which you notified the return. The return shipping costs will be at your own expenses.
- 5.4 For personalized Products (such as engraving), the right of withdrawal does not apply.

6. Contract of commercial warranty

In addition to the legal warranties detailed in article 9, Nespresso provides its customers with a 24-months commercial warranty for all machines in the Original range and in the Vertuo range, from the date of purchase of the machine, covering any defect of your new or reconditioned machine (excluding removable parts) and including either the repair or the replacement of your machine. In case you are required to bear any costs, you will be informed before any action. Full terms and conditions by telephone (free call and service from a landline or mobile phone) from our customer relations centre on +33 (0)800 55 52 53 or on www.nespresso.com/fr/fr/services-assistance-machine-en-boutique. Nespresso shall be absolved of all liability if your machine is modified, repaired or added to and/or if parts are replaced by any party other than the repair centres approved by Nespresso.

7. Legal warranties

- 7.1 The legal warranty of conformity (articles L. 217-3 to L. 217-17 of the French Consumer Code) allows you to report any lack of conformity of your Product, packaging or assembly instructions based on the terms applicable at the time of the purchase. This warranty is valid for 24 months from the delivery date of the Product and includes, free of charges, the repair or replacement of the Product, or, failing this, a price discount or termination of your contract within 30 days. In case of reparation or replacement of the Product, Nespresso will collect and recover the Product using the services of a carrier at its costs. Any Product repaired under the legal warranty of conformity benefits from a 6-month extension of this warranty. Any non-compliances appearing within 24 months from the date of delivery of the Product unless proved otherwise are deemed to exist at the time of delivery. For second-hand Products, this presumption period is valid for 12 months; beyond this period, you must prove that the non-compliance existed on the date of sale.
- 7.2 Your Products are also covered by the legal warranty against hidden defects in application of articles 1641 to 1649 of the French Civil Code, for a 2-year period from the discovery of the defect. A discount will be granted if you keep the Product or a full refund will be provided if you return it. You must prove the existence of this hidden defect.
- 7.3 If you want to exercise those warranties, you can refer to the details provided in article 13.

8. Environment / Availability of spare parts

- 8.1 As a distributor, Nespresso is required to collect an eco-tax from its customers which will be paid to a French state-approved eco-organization, in order to finance the channels of collection, clean-up and recycling of Waste Electrical and Electronic Equipment (WEEE). Consequently, when purchasing a new electrical or electronic household equipment from Nespresso, you will pay an eco-tax as indicated on the product datasheet for the device in question.
- 8.2 In application of article L541-10-8 of the French Environmental Code, Nespresso will recover freely your wasted electrical or electronic equipment if you wish to dispose of it, within the quantity and type of the equipment sold or replaced. Failing this, you can contact ECOSYSTEM, a Nespresso partner, if you want to know your nearest collection points.
- 8.3 In application of article L.541-10-13 of the French Environmental Code, Nespresso has a unique identifier for each type of REP channels: for Electrical and Electronic Equipment (EEE), the ECOSYSTEM identifier is FR003101 05PTVQ; for paper, the CITEO identifier is FR212495 03ZJOV, and for household packaging, the CITEO identifier is FR212495 01ZNEP.
- 8.4 Spare parts will be available for a repairable machine for 5 years from the date of manufacture of the machine (this information is indicated on the underside of the machine).
- 8.5 Nespresso may use circular economy parts to repair your machine.

9. Personal data protection

- 9.1 Nespresso will not transfer your personal data or disclose this data to third parties in any format, except for the Nestlé Group companies, its sub-contractors and its satisfaction survey providers, which will use them occasionally and confidentially. Nespresso processes your personal data in strict compliance with applicable laws. For further information, please consult the privacy policy published on <https://www.nespresso.com/fr/fr/politique-protection-des-donnees-personnelles>.
- 9.2 In accordance with the French Data Protection Act "Loi Informatique et Libertés" of 6 January 1978 and the General Data Protection Regulation of 27 April 2016, you have a right to access, oppose, port, rectify or delete your personal data by writing to Nespresso at the following email address Protection-des-donnees@fr.nestle.com or at the following postal address: Nespresso France – Personal data protection service - 27, rue du colonel Pierre Avia - CS 21577-75726 Paris Cedex 15, France. You can also exercise this right by telephone (free call and service from a landline or mobile phone) to our customer relations centre on +33 (0)800 55 52 53 or in a store by speaking to your coffee specialist.
- 9.3 In order to improve the quality of our customer relationships, phone calls as well as messages in our online chat tool may be recorded. For any order sent by mail, we remind you to never send us your credit card numbers and associated security code. You can register freely to the cold calling anti-spam list Bloctel.

10. Accessibility and updates to the general terms and conditions

Nespresso reserves the right to modify these general terms and conditions at any time by publishing a new version which will be applicable to any order placed after its first online release on www.nespresso.com.

11. Disputes, applicable law and jurisdiction

For any complaint, you can call our customer relations centre (free call and service from a landline or mobile phone) on +33 (0)800 55 52 53 or write to Nespresso France – 27, rue du colonel Pierre Avia - CS 21577-75726 Paris Cedex 15, France. You can also contact us via our online chat function available on our website www.nespresso.com/fr/fr/service-customer-care.

All disputes relating to the fulfilment of an order and/or the interpretation of these general terms and conditions are subject to French law. An out-of-court settlement will be sought before any legal proceeding. In accordance with the provisions of the French Consumer Code on the out-of-court settlement of disputes, Nespresso is a member of the Consumption Mediation Service provided by FEVAD (French Federation for e-commerce and distance sales) located at Médiateur de la consommation FEVAD BP 20015 – 75362 Paris Cedex 8 - <https://www.mediateurfevad.fr>. After a prerequisite writing procedure towards Nespresso, the Mediation Service can be contacted for any unresolved dispute. If you want to know more about the Mediation Service, [click here](#). The European Commission also provides an Online Dispute Resolution service available on <http://ec.europa.eu/consumers/odr/>.

If no out-of-court settlement is reached, the competent Court, as selected by the claimant and in accordance with legal requirements, will be located at either the defendant's registered address, or the effective delivery address for the Product(s), or the site where the services were provided.