

TERMS AND CONDITIONS OF THE “NESPRESSO | SUBSCRIPTION PROGRAM”

Nespresso General Subscription Terms and Conditions

**I. “GENERAL TERMS AND CONDITIONS OF THE NESPRESSO | SUBSCRIPTION PROGRAM”
(version valid for agreements concluded from 22 August 2024)APPLIES TO
BOTH CUSTOMERS**

**CONCLUDING THE “NESPRESSO | SUBSCRIPTION & YOU” AGREEMENT AND TO CUSTOMERS CONCLUDING THE
“NESPRESSO | SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” AGREEMENT
APPLICATION OF THE TERMS AND CONDITIONS**

1. These General Terms and Conditions of the “NESPRESSO | SUBSCRIPTION” PROGRAM (hereinafter the “**Terms and Conditions**”) set out the terms and conditions common to the individual NESPRESSO SUBSCRIPTIONS described in section II below (hereinafter the “NESPRESSO Subscription” or “NESPRESSO Subscriptions”), available from **Nestlé Polska S.A. with its registered office in Warsaw, 02-672 Warsaw, ul. Domaniewska 32**, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number 0000025166, share capital of PLN 42,459,600 fully paid up, NIP no. 527-020-39-68, BDO No. 000016180 (hereinafter “**NESPRESSO**”). NESPRESSO has the status of a large entrepreneur.

2. The specific terms and conditions of individual NESPRESSO SUBSCRIPTIONS are listed in section II below, and form an integral part of these Terms and Conditions (“**Specific Terms and Conditions**”).

3. The Terms and Conditions and Specific Terms and Conditions are available on the website: <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques and at NESPRESSO's head office. You may also have their pdf scan sent to your email address or printout mailed to your postal address. Before using a given NESPRESSO Subscription, you must carefully read these Terms and Conditions and the Specific Terms and Conditions relating to a given NESPRESSO Subscription.

4. When taking out the selected NESPRESSO Subscription, customers will be asked to confirm that they have read and accepted the current version of the Terms and Conditions and Specific Terms and Conditions relating to the selected NESPRESSO Subscription; consequently, each customer will be bound by the General Terms and Conditions of the NESPRESSO Subscription and the corresponding Specific Terms and Conditions in the version that the customer accepted at the time of taking out the selected NESPRESSO Subscription. NESPRESSO reserves the right to amend the Terms and Conditions and the Specific Terms and Conditions accepted by customers when taking out the selected NESPRESSO SUBSCRIPTIONS in connection with and in the event of the occurrence of one or more of the following important reasons (separately): (i) a change in the law, a change in case law, a change in the approach of public administration authorities, insofar as they relate to the Terms and Conditions/Specific Terms and Conditions, (ii) a change of company details, contact data or URLs included in the content of the Terms and Conditions/Specific Terms and Conditions; (iii) a significant change in market practices, insofar as they relate to the Terms and Conditions/Specific Terms and Conditions; (iv) the removal of possible ambiguities in the interpretation of the Terms and Conditions/Specific Terms and Conditions; (v) the need to counteract breaches of the Terms and Conditions/Specific Terms and Conditions; (vi) justified changes in business circumstances which objectively prevent or significantly hinder the implementation of the Terms and Conditions/Specific Terms and Conditions on the existing terms. The justified amendments of the Terms and Conditions/Specific Terms and Conditions referred to in points (iii) - (vi) above may be introduced if necessary for the proper implementation of the PROGRAM in a manner that is beneficial to customers. Any changes to the Terms and Conditions/Specific Terms and Conditions shall not adversely affect the rights previously acquired by customers. The amendments will be made by publishing the new version of the Terms and Conditions/Specific Terms and Conditions on the website referred to in clause 2 above. NESPRESSO will inform customers using NESPRESSO SUBSCRIPTIONS of any change to the Terms and Conditions/Specific Terms and Conditions relating to selected NESPRESSO SUBSCRIPTIONS and previously accepted by customers, insofar as these changes affect them, by sending the amended version, together with a description of the changes made, to the customer's email address at least 14 days in advance of the change. In this case, NESPRESSO Subscription customers who do not accept the aforementioned changes will be able to cancel their Subscription on the terms set out in the Specific Terms and Conditions of this Subscription, until the effective date of the changes. In addition, NESPRESSO shall be entitled to introduce at any time new NESPRESSO SUBSCRIPTION General Terms and Conditions or new Specific Terms and Conditions by publishing them on the website: <http://www.nespresso.com/pl/pl>, which will apply to NESPRESSO SUBSCRIPTIONS activated after the above publication.

II. GENERAL CHARACTERISTICS OF THE AVAILABLE NESPRESSO SUBSCRIPTIONS

1. Unless otherwise stated in the Specific Terms and Conditions of a given NESPRESSO Subscription, a NESPRESSO Subscription shall be understood as an offer directed by NESPRESSO to customers having full legal capacity (natural persons) and an address for service in the territory of Poland or having legal capacity (organisational units) with a registered office in the territory of Poland, who fulfil the conditions specified in the Terms and Conditions, and if the Specific Terms and Conditions of a selected NESPRESSO Subscription provide for additional conditions for the use of a given NESPRESSO Subscription - who fulfil the conditions specified in the Specific Terms and Conditions of this Subscription.

2. The NESPRESSO subscription comes in the form of an electronic voucher, with an individual number, entitling the customer to make purchases from NESPRESSO, in exchange for a fixed monthly fee charged to the customer by NESPRESSO. The amount of the fixed monthly fee depends on the type of NESPRESSO Subscription chosen by the customer and on the option selected by the customer and available as part of the given type of NESPRESSO Subscription.

3. The fixed monthly fees under the NESPRESSO Subscription of the customer's choice and the option selected under this Subscription will be charged monthly, on the same day of the month in which the selected NESPRESSO Subscription was activated for the customer, provided that, if the Subscription was activated on the 29th, 30th or 31st day of a given month and the consecutive months have fewer than 29, 30 or 31 days, respectively, the fixed monthly fee will be charged on the last day of such shorter consecutive month.

4. Fixed monthly fees may only be paid with a customer's payment card in respect of which the bank issuing the card allows funds to be drawn from the card to cover the fixed monthly fees.

5. One customer can only use one "NESPRESSO|SUBSCRIPTION & YOU" Subscription and one "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" Subscription at the same time, however, in order to activate both of the aforementioned subscriptions, it is necessary for the customer to conclude two separate agreements with NESPRESSO - one on the basis of the terms and conditions referred to in clause 6a) and the other on the basis of the terms and conditions referred to in clause 6b) below. However, during the term of a given "NESPRESSO|SUBSCRIPTION & YOU" Subscription, the customer is not entitled to take out another "NESPRESSO|SUBSCRIPTION & YOU" Subscription, and during the term of one "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" Subscription, the customer is not entitled to take out another "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" Subscription. The Customer may take out another NESPRESSO Subscription, "NESPRESSO|SUBSCRIPTION & YOU" or "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN", only after the termination of the agreement for his or her previous "NESPRESSO|SUBSCRIPTION & YOU"/ "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" respectively. The same applies if the customer changes the option selected as part of the NESPRESSO Subscription in question. The customer will be able to take out a new NESPRESSO Subscription (new option) one full working day after the termination of the previous Subscription (previous option). In this case, the NESPRESSO Funds not used by the customer before the change of Subscription shall be allocated to the customer's new NESPRESSO Subscription.

6. The following NESPRESSO Subscriptions are currently available:

- a) "NESPRESSO|SUBSCRIPTION & YOU" Subscription - [go to the Specific Terms and Conditions](#);
- b) "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" - [go to the Specific Terms and Conditions](#);

7. The fixed monthly fees collected from the customer by NESPRESSO in accordance with section II.2 shall hereinafter be referred to as "NESPRESSO Funds".

8. NESPRESSO Funds can only be used by the customer for purchases in the online shop at <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland, using the NESPRESSO mobile app and via the toll-free helpline (800 51 52 53).

9. NESPRESSO Funds, which were not used by the customer for purchases in the onlineshop <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland, using the NESPRESSO mobile application and via the toll-free helpline (800 51 52 53) during the term of the NESPRESSO Subscription agreement or within 12 months following its termination or expiry - are not subject to use, refund, withdrawal or exchange for any equivalent. Also during the term of the NESPRESSO Subscription, NESPRESSO Funds are not subject to refund, withdrawal or exchange for any equivalent. The customer will be notified of the pending expiry of the deadline for the use of NESPRESSO Funds by email to the email address indicated in the customer account at least one month before the expiry of the deadline.

III. SECURITY CHECKS

In order to ensure that the customer's payment card used for the selected NESPRESSO Subscription is not used without the customer's consent, NESPRESSO reserves the right to verify the name, address and other personal data provided by the customer when the customer takes out the selected NESPRESSO Subscription.

IV. WITHDRAWAL FROM THE NESPRESSO SUBSCRIPTION AGREEMENT CONCLUDED AT A DISTANCE

1. Customers who, acting as **consumers**, have concluded a Subscription agreement with NESPRESSO via the website <http://www.nespresso.com/pl/pl> and have ordered at the same time NESPRESSO products, both those covered by the NESPRESSO Subscription agreement and additional products, **subject to clauses 2 and 6 below**, shall have the right to withdraw from the agreement so concluded without giving any reason, at their discretion:

- both with regard to the activation of the NESPRESSO Subscription, the sale of products covered by the NESPRESSO Subscription agreement and the ordering of additional NESPRESSO products, in which case both the NESPRESSO Subscription agreement, including the sale of products covered by this agreement, and the agreement for the sale of additional NESPRESSO products covered by the order shall be deemed not to have been concluded;
- only with regard to the activation of the NESPRESSO Subscription and the sale of products covered by the NESPRESSO Subscription agreement; in this case, the agreement with regard to the NESPRESSO Subscription and the sale of products covered by the NESPRESSO Subscription agreement shall be deemed not to have been concluded, while the agreement for the sale of additional NESPRESSO products shall remain in force;
- only with regard to the ordering of additional NESPRESSO products, in which case the agreement with regard to the sale of additional NESPRESSO products shall be deemed not to have been concluded, while the NESPRESSO Subscription agreement and the agreement for the sale of products covered by the NESPRESSO Subscription agreement shall remain in force;
- subject to clause 2 below - only with regard to the activation of the NESPRESSO Subscription, in which case the NESPRESSO Subscription agreement in the part concerning the activation of the NESPRESSO Subscription shall be deemed not to have been concluded, and the agreement for the sale of products covered by the NESPRESSO Subscription agreement and the agreement for the sale of additional NESPRESSO products shall remain in force.

2. Withdrawal from the NESPRESSO Subscription agreement regarding the activation of the "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN", referred to in section II.6.b), at the same time entails the withdrawal from the agreement for the sale of the coffee machine as a key element of the activation of this Subscription, even if the consumer has not expressly indicated this in the withdrawal declaration.

3. **Withdrawal from the agreement in each of the cases referred to in clause 1** must take place within 14 days of receipt by the consumer or by a third party designated by the consumer, other than the carrier, of the products ordered when taking out the NESPRESSO Subscription.

4. Information on the exercise of the consumer's right of withdrawal is **attached as Appendix No. 1** to the Terms and Conditions.

5. Withdrawal from the agreement shall be effected by submitting a declaration of withdrawal to NESPRESSO. The declaration of withdrawal can be made on the form, the specimen of which is **attached as Appendix No. 2** to the Terms and Conditions. The aforementioned form will be delivered to the consumer together with the NESPRESSO products ordered when taking out the NESPRESSO Subscription or by an email sent to the consumer upon receipt of the aforementioned order by NESPRESSO. In order to meet the deadline for submitting the declaration of withdrawal, it is sufficient to send the declaration before the expiry of this deadline to the address indicated in section I.1 or by email to the address in the contact form at <http://www.nespresso.com/pl/pl>.

6. **The right of withdrawal shall not apply** to agreements of items supplied in sealed packaging (coffee capsules and other foodstuffs) which cannot be returned for health or hygiene reasons if the packaging has been opened after delivery.

7. **Consequences of withdrawal from the NESPRESSO Subscription agreement.** If the consumer withdraws from the NESPRESSO Subscription agreement, the consumer shall no longer be obliged to **pay NESPRESSO the fixed monthly fee in the amount due for the option chosen by the consumer under the NESPRESSO Subscription and, consequently, NESPRESSO shall not be entitled to charge the payment card designated by the consumer in accordance with the Specific Terms and Conditions to cover the aforementioned fee.** In the event of withdrawal from the "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" Subscription agreement, referred to in section II.6.b), at the same time the consumer is obliged to return to NESPRESSO the coffee machine purchased under this Subscription, with NESPRESSO refunding the price paid by the consumer using the same payment method as the one originally used by the consumer, unless the consumer has expressly agreed to a different method of refund that does not incur any costs for the consumer. **If the consumer withdraws from the "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" and does not return the Nespressomachine purchased under this agreement at a promotional price within 14 days from the date of submitting the withdrawal declaration to Nespresso, Nespresso shall be entitled to request the consumer to pay the difference between the standard price of the coffee machine including VAT as indicated in clause 12 of the Special Terms and Conditions of the "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" Subscription and the promotional price of the machine including VAT paid by the consumer.** In order to comply with the

deadline for the return of the coffee machine, it is sufficient for the consumer to allow Nespresso to collect the coffee machine before the expiry of that deadline or for the consumer to send the coffee machine back before the expiry of the deadline to the address: **LOGWIN AIR+OCEAN POLSKA, Al. Katowicka 66, 05-830 NADARZYN**. The consumer undertakes to provide Nespresso with a copy of the proof of return of the coffee machine to the above address. Payment of the aforementioned difference by the consumer to Nespresso shall be made on the **basis of a VAT invoice issued by Nespresso** and delivered in such a way that the consumer can read its contents. The VAT invoice will be sent by registered post or by email to the consumer's postal address or email address respectively, as indicated in the customer's account as soon as it has been issued. Nespresso shall in the first instance deduct the value of the VAT invoice from the NESPRESSO Funds available in the customer account at the time of issuing the aforementioned VAT invoice, to which the consumer grants his or her consent by accepting these Terms and Conditions. In the event of a total or partial shortage of NESPRESSO Funds, the consumer agrees that Nespresso may charge the outstanding value of the VAT invoice from the payment card indicated by the consumer when concluding the aforementioned agreement. In the event that the NESPRESSO Funds are insufficient to cover the aforementioned VAT invoice in full and funds cannot be drawn from the consumer's payment card, the consumer will be served a VAT invoice with a 7-day payment deadline. **In the event of cancellation of the "NESPRESSO | SUBSCRIPTION & YOU" Subscription**, referred to in section II.6.a), the consumer loses the right to continue to benefit from the discounts and gifts granted to him/her under this Subscription. If the consumer does not simultaneously withdraw from the agreement for the sale of NESPRESSO products ordered when taking out the NESPRESSO Subscription, NESPRESSO shall not reimburse the consumer for the amount paid by the consumer for the ordered NESPRESSO products. However, in this case, the consumer will not be obliged to bear the costs of delivery of the ordered products.

8. Consequences of withdrawal from the agreement for the sale of NESPRESSO products. In the event that the consumer withdraws from the agreement for the sale of NESPRESSO products, NESPRESSO shall immediately, no later than within 14 days from the date of receipt of the consumer's declaration of withdrawal, refund to the consumer all payments made by the consumer for the products, including the costs incurred by the consumer for the delivery of NESPRESSO products to the consumer. NESPRESSO shall refund the payment using the same payment method as the one used by the consumer, unless the consumer has expressly agreed to a different method of refund that does not incur any costs for the consumer. If the consumer has paid for the ordered products partly with NESPRESSO Funds and partly by other means, the refund of the price of the products with respect to which the consumer has withdrawn from the sales agreement shall be made in accordance with the following rules, unless the consumer agrees to another method of refund:

- a) part of the price paid with NESPRESSO Funds - this part of the price shall be refunded to the customer's NESPRESSO Club account (by increasing the balance of NESPRESSO Funds);
- b) part of the price paid by payment card - the refund of this part of the price shall be made to the payment card originally used for payment;
- c) part of the price paid by online transfer - this part of the price shall be refunded by transfer to the account which was used for the payment;
- d) if the consumer withdraws from the agreement only partially, the refund of the price paid with NESPRESSO Funds shall first be made to the customer's NESPRESSO Club account (by increasing the balance of NESPRESSO Funds), and only if the amount of the price to be refunded due to the consumer's partial withdrawal from the agreement exceeds part of the price paid with NESPRESSO Funds, the difference shall be refunded in accordance with point b) or c) above, according to the method of payment used by the consumer, unless the consumer agrees to another method of refund.

9. The provisions of section IV.8 shall apply mutatis mutandis to the case of withdrawal from the agreement by the customer (both consumer and non-consumer) due to a defect in a sold item for which the customer has paid partly with NESPRESSO Funds and partly by other means.

10. If NESPRESSO does not offer to collect the products from the consumer itself, NESPRESSO may withhold the refund of the payment received from the consumer until it has received the products back or the consumer has provided proof of their return, whichever event occurs first. If the consumer has chosen a delivery method other than the cheapest standard delivery method offered by NESPRESSO, NESPRESSO shall not be obliged to reimburse the consumer for any additional costs incurred by the consumer (over and above the aforementioned cheapest standard delivery method).

11. The consumer must return the products to NESPRESSO or hand them over to a person authorised by NESPRESSO to collect them without delay, but no later than within 14 days from the day on which he or she has withdrawn from the agreement for the sale of the products, unless NESPRESSO has offered to collect the products itself. To meet the deadline, it is sufficient to send the products back before its expiry. The consumer shall only bear the direct costs of returning the products. The consumer shall be liable for any reduction in the value of the products resulting from their use beyond what is necessary to establish the nature, characteristics and functioning of the products.

12. The provisions of this section IV shall also apply to a natural person who enters into an agreement directly related to his or her business activity when it is clear from the content of that agreement that it is not of a professional nature for that person.

13. The provisions of this section IV shall not apply to customers who have concluded a Nespresso Subscription agreement with Nespresso and have purchased NESPRESSO products, both those covered by the NESPRESSO Subscription agreement and additional products, at the business premises - i.e. in a NESPRESSO boutique.

V. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

1. The purpose of out-of-court resolution of consumer disputes, i.e. disputes between a consumer and an entrepreneur arising from an agreement concluded between them, is to resolve a consumer dispute by: (i) reconciling the positions of the parties with a view to resolving the dispute, (ii) presenting the parties a potential solution to resolve the dispute.

2. If, following a complaint submitted to NESPRESSO by a consumer, the dispute is not resolved, NESPRESSO shall provide the consumer, on paper or any other durable medium, with: a) a statement of its intention to apply for the initiation of out-of-court consumer dispute resolution proceedings or its consent to participate in such proceedings, indicating the authorised entity from its side; or b) a statement of its refusal to participate in out-of-court consumer dispute resolution proceedings.

3. If NESPRESSO does not submit any of the above-mentioned statements to the consumer, it shall be deemed to have agreed to participate in the out-of-court consumer dispute resolution proceedings.

4. Disputes shall be dealt with by authorised entities, entered in the register kept by the President of the Office of Competition and Consumer Protection, on the basis of the procedures in force at the given entity.

5. The entity authorised to deal with disputes that may arise between NESPRESSO and consumers is the TRADE INSPECTION. Detailed rules for out-of-court settlement of consumer disputes before the Trade Inspection are set out in the Act of 15 December 2000 on Trade Inspection (consolidated text, Journal of Laws of 2019, item 1668; Journal of Laws of 2019, item 2166, as amended) and its implementing regulations, including those indicated on the website of the Trade Inspection: <http://bip.wiih.org.pl/index.php?id=554>.

6. In order to resolve a dispute, the consumer may also submit it to the permanent consumer arbitration courts operating at the Provincial Inspectorates of the Trade Inspection. The detailed rules of procedure before the aforementioned courts are set out in the Act referred to in clause 5 and the regulations implementing that Act. A consumer who has placed an order online can also use an online dispute resolution (ODR) platform, to resolve the dispute: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>. Information on the possibility of out-of-court settlement of consumer disputes and redress is also available on the website of the Office of Competition and Consumer Protection: uokik.gov.pl.

7. The aforementioned procedures are voluntary and can only be initiated with the consent of both parties to the dispute. The aforementioned provisions are for information purposes only and do not constitute NESPRESSO's consent to participate in out-of-court means of handling complaints, pursuing claims or resolving disputes.

VI. LIABILITY, FINAL PROVISIONS

1. Unless otherwise provided by mandatory legal provisions, NESPRESSO's liability for non-performance or improper performance of the concluded NESPRESSO Subscription agreement shall be limited to the value of the fixed monthly fees collected by NESPRESSO. The above provision shall not apply to a consumer or a natural person who enters into an agreement directly related to his or her business activity when it is clear from the content of that agreement that it is not of a professional nature for that person.

2. Complaints regarding NESPRESSO SUBSCRIPTION can be made through any communication channel. However, it is recommended to submit the complaint to the NESPRESSO address indicated in section I.1 or by email to the address indicated in the contact form on the website <http://www.nespresso.com/pl/pl>

3. The Terms and Conditions and the Specific Terms and Conditions shall be governed by Polish law. In matters not regulated in these Terms and Conditions or the Specific Terms and Conditions, the provisions of Polish law shall apply, in particular the Act on Consumer Rights and the Civil Code. The Polish courts shall have jurisdiction over any disputes arising thereunder, in accordance with the provisions of the Code of Civil Procedure.

Appendices:

1. Appendix No. 1 - Information on the exercise of the right of withdrawal by the consumer
2. Appendix No. 2 - Model declaration of withdrawal

APPENDIX NO. 1

INFORMATION ON THE EXERCISE OF THE RIGHT OF WITHDRAWAL FROM A DISTANCE AGREEMENT BY THE CONSUMER AND THE NATURAL PERSONS REFERRED TO IN CLAUSE 11

1. Subject to clauses 2 and 5 below, the consumer has the right to withdraw from an agreement concluded by the consumer (for the sale of products and/or NESPRESSO Subscription), without giving any reason, at the consumer's discretion:

a. in the case of the conclusion of an agreement for the sale of NESPRESSO products without concluding a NESPRESSO Subscription agreement:

in respect of the order placed for NESPRESSO products, in which case the agreement for the sale of NESPRESSO products shall be deemed not to have been concluded;

in the case of the conclusion of a NESPRESSO Subscription agreement, an agreement for the sale of products covered by the NESPRESSO Subscription agreement and the sale of additional NESPRESSO products covered by the same order:

both with regard to the activation of the NESPRESSO Subscription, the sale of products covered by the NESPRESSO Subscription agreement and the ordering of additional NESPRESSO products, in which case both the NESPRESSO Subscription agreement, including the sale of products covered by this agreement, and the agreement for the sale of additional NESPRESSO products covered by the order shall be deemed not to have been concluded;

b. only with regard to the activation of the NESPRESSO Subscription and the sale of products covered by the NESPRESSO Subscription agreement; in this case, the agreement with regard to the NESPRESSO Subscription and the sale of products covered by the NESPRESSO Subscription agreement shall be deemed not to have been concluded, while the agreement for the sale of additional NESPRESSO products shall remain in force;

d. only with regard to the ordering of additional NESPRESSO products, in which case the agreement with regard to the sale of additional NESPRESSO products shall be deemed not to have been concluded, while the NESPRESSO Subscription agreement and the agreement for the sale of products covered by the NESPRESSO Subscription agreement shall remain in force;

e. subject to clause 2 below - only with regard to the activation of the NESPRESSO Subscription, in which case the NESPRESSO Subscription agreement in the part concerning the activation of the NESPRESSO Subscription shall be deemed not to have been concluded, and the agreement for the sale of products covered by the NESPRESSO Subscription agreement and the agreement for the sale of additional NESPRESSO products shall remain in force.

2. Withdrawal from the NESPRESSO Subscription agreement regarding the activation of the “NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN”, at the same time entails the withdrawal from the agreement for the sale of the coffee machine as a key element of the activation of this Subscription, even if the consumer has not expressly indicated this in the withdrawal declaration.

3. In order to exercise the right of withdrawal from the agreement in question, the consumer must inform **NESTLE Polska S.A. NESPRESSO branch in Warsaw, ul. Domaniewska 32, 02-672 Warsaw**, of its decision to withdraw from the agreement indicated by the consumer by means of an unequivocal declaration. The consumer may use the model declaration of withdrawal received with the email confirming the activation of the NESPRESSO Subscription or provided with the products; however, the use of the model declaration is not mandatory.

4. **Withdrawal from the agreement in each of the cases referred to in clause 1 must take place within 14 days** of receipt by the consumer or by a third party designated by the consumer, other than the carrier, of the products ordered. To meet this deadline, it is sufficient for the consumer to send information concerning the exercise of the consumer's right of withdrawal before the expiry of this deadline, by post to the address indicated in clause 3 above or by email to the address indicated in the contact form at <http://www.nespresso.com/pl/pl>.

5. **The right of withdrawal shall not apply** to agreements for the sale of items supplied in sealed packaging (coffee capsules and other foodstuffs) which cannot be returned for health or hygiene reasons if the packaging has been opened after delivery.

6. **Consequences of withdrawal from the NESPRESSO Subscription Agreement.** If the consumer withdraws from the NESPRESSO Subscription agreement, the consumer shall no longer be obliged to **pay NESPRESSO the fixed monthly fee in the amount due for the option chosen by the consumer under the NESPRESSO Subscription and, consequently, NESPRESSO shall not be entitled to charge the payment card designated by the consumer to cover the aforementioned fee.** In the event of withdrawal from the “NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” Subscription agreement, **at the same time the consumer is obliged to return to NESPRESSO the coffee machine purchased under this Subscription, with NESPRESSO refunding the price paid by the consumer using the same payment method as the one originally used by the consumer, unless the consumer has expressly agreed to a different method of refund that does not incur any costs for the consumer.** In the event of cancellation of the “NESPRESSO|SUBSCRIPTION & YOU” Subscription, the consumer loses the right to continue to benefit from the discounts and gifts granted to him/her under this Subscription. If the consumer does not simultaneously withdraw from the agreement for the sale of NESPRESSO products ordered when taking out the NESPRESSO Subscription, NESPRESSO shall not reimburse the consumer for the amount paid by the consumer for the ordered NESPRESSO products. However, in this case, the consumer will not be obliged to bear the costs of delivery of the ordered products.

7. **Consequences of withdrawal from the agreement for the sale of NESPRESSO products.** In the event that the consumer withdraws from the agreement for the sale of NESPRESSO products, NESPRESSO shall immediately, no later than within 14 days from the date of receipt of the consumer's declaration of withdrawal, refund to the consumer all payments made by the consumer for the products, including the costs incurred by the consumer for the delivery of NESPRESSO products to the consumer. NESPRESSO shall refund the payment using the same payment method as the one used by the consumer, unless the consumer has expressly agreed to a different

method of refund that does not incur any costs for the consumer. If the consumer has paid for the ordered products partly with NESPRESSO Funds and partly by other means, the refund of the price of the products with respect to which the consumer has withdrawn from the sales agreement shall be made in accordance with the following rules, unless the consumer agrees to another method of refund:

- a. part of the price paid with NESPRESSO Funds - this part of the price shall be refunded to the customer's NESPRESSO Club account (by increasing the balance of the NESPRESSO Funds;
- b. part of the price paid by payment card - the refund of this part of the price shall be made to the payment card originally used for payment;
- c. part of the price paid by online transfer - this part of the price shall be refunded by transfer to the account which was used for the payment;
- d. if the consumer withdraws from the agreement only partially, the refund of the price paid with NESPRESSO Funds shall first be made to the customer's NESPRESSO Club account (by increasing the balance of NESPRESSO Funds), and only if the amount of the price to be refunded due to the consumer's partial withdrawal from the agreement exceeds part of the price paid with NESPRESSO Funds, the difference shall be refunded in accordance with point b) or c) above, according to the method of payment used by the consumer, unless the consumer agrees to another method of refund.

8. The consumer is obliged to return the products to NESPRESSO at the address: **LOGWIN AIR+OCEAN POLSKA, Al. Katowicka 66, 05-830 NADARZYN** or hand them over to a person authorised by NESPRESSO to collect them immediately, but no later than within 14 days of the day on which he or she has withdrawn from the agreement for the sale of the products, unless NESPRESSO has offered to collect the products itself. To meet the deadline, it is sufficient to send the products back before its expiry. The consumer shall only bear the direct costs of returning the products. The consumer shall be liable for any reduction in the value of the products resulting from their use beyond what is necessary to establish the nature, characteristics and functioning of the products.

9. If NESPRESSO does not offer to collect the products from the consumer itself, NESPRESSO may withhold the refund of the payment received from the consumer until it has received the products back or the consumer has provided proof of their return, whichever event occurs first.

10. If the consumer withdraws from the “NESPRESSO | SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” and does not return the Nespresso machine purchased under this agreement at a promotional price within 14 days from the date of submitting the withdrawal declaration to Nespresso, Nespresso shall be entitled to request the consumer to pay the difference between the standard price of the coffee machine including VAT as indicated in clause 12 of the Special Terms and Conditions of the “NESPRESSO | SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” Subscription and the promotional price of the machine including VAT paid by the consumer. In order to comply with the deadline for the return of the coffee machine, it is sufficient for the consumer to allow Nespresso to collect the coffee machine before the expiry of that deadline or for the consumer to send the coffee machine back before the expiry of the deadline to the address: **LOGWIN AIR+OCEAN POLSKA, Al. Katowicka 66, 05-830 NADARZYN**. The consumer undertakes to provide Nespresso with a copy of the proof of return of the coffee machine to the above address. Payment of the aforementioned difference by the consumer to Nespresso shall be made on the basis of a VAT invoice issued by Nespresso and delivered in such a way that the consumer can read its contents. The VAT invoice will be sent by registered post or by email to the consumer's postal address or email address respectively, as indicated in the customer's account as soon as it has been issued. NESPRESSO shall in the first instance deduct the value of the VAT invoice from the NESPRESSO Funds available in the customer account at the time of issuing the aforementioned VAT invoice, to which the consumer grants his or her consent. In the event of a total or partial shortage of NESPRESSO Funds, the consumer agrees that Nespresso may charge the outstanding value of the VAT invoice from the payment card indicated by the consumer when concluding the aforementioned agreement. In the event that the NESPRESSO Funds are insufficient to cover the aforementioned VAT invoice in full and funds cannot be drawn from the consumer's payment card, the consumer will be served a VAT invoice with a 7-day payment deadline.

11. The provisions of this Appendix shall also apply to a natural person who enters into an agreement directly related to his or her business activity when it is clear from the content of that agreement that it is not of a professional nature for that person.

APPENDIX NO. 2

MODEL DECLARATION OF WITHDRAWAL FROM A DISTANCE AGREEMENT

This form must be completed and returned only if you wish to withdraw from the agreement

Recipient: **NESTLÉ Polska S.A. NESPRESSO BRANCH IN WARSAW,
Domaniewska 32, 02-672 Warsaw**

I/We^(*) hereby give notice^(*) of my/our withdrawal from the agreement (to be indicated which agreement the withdrawal concerns):

- 1) NESPRESSO Subscription agreement;
NESPRESSO Subscription agreement no.:

.....
2) Agreement for the sale of NESPRESSO products:
.....
.....

.....
The name of the consumer(s)/natural person who enters into an agreement directly related to his or her business activity when it is clear from the content of that agreement that it is not of a professional nature for that person:
.....

Address:
.....

Signature:
.....

Date of receipt of the products:
.....

I REQUEST THE REFUND OF THE PRICE I HAVE PAID IN CASH TO THE FOLLOWING ACCOUNT (only applies if the payment for the products was made in cash):
.....

Signature:
.....

SPECIFIC TERMS AND CONDITIONS FOR THE “NESPRESSO | SUBSCRIPTION & YOU” SUBSCRIPTION (version valid for agreements concluded from 11 September 2023 onwards)

**APPLIES ONLY TO CUSTOMERS
CONCLUDING THE “NESPRESSO | SUBSCRIPTION & YOU” SUBSCRIPTION AGREEMENT**

1. The subject of the “NESPRESSO | SUBSCRIPTION & YOU” Subscription agreement is:

- a) the selection by the customer of one NESPRESSO Subscription option from those indicated in clause 2 below, and
- b) the purchase by the customer from Nespresso of any NESPRESSO coffee capsules from Nespresso's range of B2C Original Line or Vertuo Line products available at <http://www.nespresso.com/pl/pl>: for a total price corresponding to **at least the amount of the fixed monthly fee** (before the coffee discount) **due for the NESPRESSO Subscription option chosen by the customer** (whereby, with regard to this purchase, the amount quoted is gross amount for consumers and net amount for entrepreneurs, to which VAT shall be added at the applicable rate) **and in a quantity of no less than 50 capsules of NESPRESSO Original Line or Vertuo Line coffee** for long-distance orders and c) the customer's commitment to top up the customer's NESPRESSO Club account on a monthly basis by paying fixed monthly fees in the amount due for the NESPRESSO Subscription option selected by the customer during the term of the NESPRESSO Subscription agreement and, at the same time, authorising Nespresso to collect the aforementioned monthly fees during the term of the NESPRESSO Subscription agreement; and
- d) Nespresso's commitment to grant the customer a discount on coffee in the amount appropriate to the option chosen by the consumer under the NESPRESSO Subscription, in each month during the term of the NESPRESSO Subscription agreement, when collecting a fixed monthly fee from the customer, in accordance with point c).

2. NESPRESSO Subscription options available:

COFFEE SUBSCRIPTION 70	COFFEE SUBSCRIPTION 130	COFFEE SUBSCRIPTION 200
Fixed monthly fee of PLN 70/month	Fixed monthly fee of 1 PLN30/month	Fixed monthly fee of PLN 200/month
Benefit: <ul style="list-style-type: none">• 5% discount on up to 500 capsules of NESPRESSO Original Line or Vertuo Line coffee per month (last 30 days)• Surprise gift after the first 6 months of the agreement term• Surprise gift every 12 months during the agreement term	Benefit: <ul style="list-style-type: none">• 10% discount on up to 500 capsules of NESPRESSO Original Line or Vertuo Line coffee per month (last 30 days)• Surprise gift after the first 6 months of the agreement term• Surprise gift every 12 months during the agreement term	Benefit: <ul style="list-style-type: none">• 12% discount on up to 500 capsules of NESPRESSO Original Line or Vertuo Line coffee per month (last 30 days)• Surprise gift after the first 6 months of the agreement term• Surprise gift every 12 months during the agreement term• 20% discount on accessories up to a limit of 5 items per order. The category of accessories does not

		<p>include the following frothers: Aeroccino 3 Black, Aeroccino 3 White, Aeroccino 3 Red, Aeroccino 4, Barista device and descaling kit.</p> <ul style="list-style-type: none"> • 50% discount on the descaling kit limited to 1 per month (last 30 days)
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3. Conclusion of the NESPRESSO Subscription agreement - rules for the activation of the NESPRESSO Subscription:

a) first of all, the customer should register as a member of the NESPRESSO Club, i.e. create a customer account in the NESPRESSO Club, on the website <http://www.nespresso.com/pl/pl> (this does not apply to customers who already have an active customer account in the NESPRESSO Club on the aforementioned website); the customer can also make the aforementioned registration in a NESPRESSO boutique by providing the NESPRESSO boutique staff with his or her personal data, including full name/company name, place of residence/registered office; if the customer already has a customer account at the NESPRESSO Club, when activating the Subscription at the aforementioned website the customer must log in to his or her customer account, and when activating the Subscription at the NESPRESSO boutique, provide the NESPRESSO boutique staff with the aforementioned personal data and NESPRESSO Club customer number;

b) the customer should then go to <http://www.nespresso.com/pl/pl> and select one of the NESPRESSO Subscription options from among those available for a given Subscription, as indicated in clause 2 above, at the same time as ordering the products of the customer's choice referred to in clause 1b) above and entering the subscription activation code available at <http://www.nespresso.com/pl/pl> in the subsequent step of the Nespresso Subscription activation; the customer may also perform the above steps at a NESPRESSO boutique by providing the NESPRESSO boutique staff with the Subscription option selected; it is not possible to activate the NESPRESSO Subscription via the toll-free helpline (800 51 52 53);

c) before finalising the order referred to in point b) above, the customer is obliged to read and accept the General Terms and Conditions of the "NESPRESSO|SUBSCRIPTION" Subscription PROGRAM, these Specific Terms and Conditions and the General Terms and Conditions of Sale, which will be available to the customer at <http://www.nespresso.com/pl/pl> and in the NESPRESSO boutiques on the device made available to the customer; in the case of an order made in a NESPRESSO boutique, the customer shall accept these Terms and Conditions in respect of the NESPRESSO Subscription chosen by signing on the terminal provided to him/her for this purpose;

d) the customer is then obliged to make payment for the order referred to in point b) above; in the case of an order placed via <http://www.nespresso.com/pl/pl>, payment should be made in full using the customer's payment card, which will be used to pay for the subsequent fixed monthly fees for the option chosen by the customer under the NESPRESSO Subscription; in the case of an order made in a NESPRESSO boutique, the customer must present when making the transaction the customer's payment card which, in accordance with clause 4 below, NESPRESSO will be authorised to charge with the fixed monthly fees; the NESPRESSO Subscription shall be activated for the customer when the customer pays for the aforementioned order.

4. By concluding a NESPRESSO Subscription agreement, the customer undertakes to top up his or her customer account in the NESPRESSO Club on a monthly basis by making payments to NESPRESSO during the term of the Subscription of a fixed monthly fee in the amount due for the NESPRESSO Subscription option chosen by the customer, and thereby authorises NESPRESSO to charge the customer's payment card presented by the customer when making the transaction referred to in clause 3d) above, with the amounts to cover the aforementioned obligation, in accordance with the provisions of the Terms and Conditions. The customer may at any time change his or her payment card to be used for the NESPRESSO Subscription activated for the customer, by changing the appropriate data in the customer account.

5. The coffee discount referred to in clause 1d) associated with the activation of the NESPRESSO Subscription by the customer shall be granted to the customer and be available for use with the order referred to in clause 3b) subject to a monthly limit of 500 capsules of NESPRESSO Original Line or Vertuo Line coffee. In the case of Subscription 200 as described in clause 2 - the use of the discount on accessories and descaling kit will only be possible with the next order placed by the customer with NESPRESSO, i.e. after the completion of the order referred to in clause 3b). The products covered by the aforementioned order shall be delivered at NESPRESSO's expense.

6. Rules for the use of the NESPRESSO Subscription after its activation:

a) for the duration of the NESPRESSO Subscription, starting from the month following the month in which the customer selected his or her NESPRESSO Subscription option in accordance with clause 3 above, NESPRESSO shall

charge the customer's payment card referred to in clause 4) above with fixed monthly fees in the amount due for the NESPRESSO Subscription option chosen by the customer in order to top up the customer's NESPRESSO Club account;

b) once the fixed monthly fee due for the NESPRESSO Subscription option chosen by the customer has been charged to the customer's payment card referred to in clause 4) above in the relevant month of the NESPRESSO Subscription, NESPRESSO shall simultaneously grant the customer a discount on coffee which the customer is eligible to receive as part of the option chosen by the customer under the NESPRESSO Subscription in accordance with clause 2 (5%, 10% or 12%), which will be calculated on the NESPRESSO coffee capsules in each order up to the limit of 500 capsules of NESPRESSO Original Line or Vertuo Line coffee per month (last 30 days) and, in the case of the COFFEE SUBSCRIPTION 200, shall also grant the customer a discount of 20% on accessories and 50% on the descaling kit which the customer is eligible to receive under the COFFEE SUBSCRIPTION 200 within the monthly limit described in clause 2;

c) NESPRESSO Funds, which are the funds from the fixed monthly fees collected by NESPRESSO from the customer, shall be credited to the customer's NESPRESSO Club account - the current balance of the NESPRESSO Funds will be visible in the customer's Nespresso Club account;

d) the customer may only use the NESPRESSO Funds credited to his or her customer account in the NESPRESSO Club for purchases made by the customer in the online shop at <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland, using the NESPRESSO mobile application and via the toll-free helpline (800 51 52 53), in any amount and at any time, subject to the other clauses of the Terms and Conditions;

e) if the customer pays for the order with the NESPRESSO Funds available on his or her customer account in the NESPRESSO Club, the customer should pay the price of the order exclusively with these means and only if the price of the order exceeds the value of the customer's NESPRESSO Funds, payment of the remaining amount may be made by other available means: when ordering in the online shop or using the NESPRESSO mobile app - with a payment card, online transfer, in a NESPRESSO boutique - with a payment card or in cash, and when ordering via the toll-free helpline (800 51 52 53) - by online transfer or with a payment card; in addition, for deliveries with the option of payment on delivery, payment of the remaining amount may also be made in cash to the courier. Any reference to a payment card in the aforementioned point shall be understood to mean any customer's payment card and not only the customer's payment card referred to in clause 4) above;

f) if the customer has an activated NESPRESSO Subscription, the delivery of each order will be at NESPRESSO's expense, provided that the quantity ordered is at least 50 (fifty) NESPRESSO coffee capsules of any kind;

g) if the customer pays for the order with the NESPRESSO Funds available in his or her customer account in the NESPRESSO Club, when making a purchase in a NESPRESSO boutique or via the toll-free helpline (800 51 52 53), NESPRESSO will be entitled to verify the customer's identity and, for this purpose, may ask the customer for his or her name, NESPRESSO Subscription number and other data stored in his or her customer account in the NESPRESSO Club. In the event of a negative result of the verification, NESPRESSO will refuse to process the order with NESPRESSO Funds.

h) after 6 months from the activation of the NESPRESSO Subscription, the customer will be entitled to receive a surprise gift from NESPRESSO with his or her subsequent order. The gift will be added to the subsequent order the customer places after a period of 6 months from the activation of the NESPRESSO Subscription.

i) after every 12 months counted from the activation of the NESPRESSO Subscription, the customer will be entitled to receive a surprise gift from NESPRESSO with his or her subsequent order. The gift will be added to the subsequent order the customer places after a period of 12 months from the activation of the NESPRESSO Subscription.

7. NESPRESSO Funds on the customer's NESPRESSO Club account will be available to the customer for purchases in the online shop <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland, using the NESPRESSO mobile application and via the toll-free helpline (800 51 52 53) **exclusively for the duration of the NESPRESSO Subscription agreement, as well as for a period of 12 months after the termination or expiry of this agreement.**

8. The discount due to the customer as part of the option chosen by the customer under the NESPRESSO Subscription in accordance with clause 2 will remain active as long as the NESPRESSO Subscription is active (i.e. it is not suspended or terminated).

9. Purchases of products from NESPRESSO shall be made under the terms and conditions set out in the [General Terms and Conditions of Sale](#) of Nestlé Polska S.A. Nespresso branch in Warsaw.

10. The NESPRESSO Subscription is an agreement concluded for an indefinite period of time, calculated from the date on which the Subscription is activated for the customer in accordance with clause 3d). During the term of the NESPRESSO Subscription, the customer may suspend this Subscription - at his or her discretion: for one, two or three months, once or more times, without having to cancel the NESPRESSO Subscription in accordance with clause 11. Such suspension can be done by the customer himself or herself on his or her customer account in the NESPRESSO Club (my account/subscription tab at nespresso.com) by clicking on the button: "Suspend the NESPRESSO Subscription". After the suspension period, the NESPRESSO Subscription shall be automatically reactivated. The customer can also reactivate the NESPRESSO Subscription before the expiry of the selected suspension period by clicking on the button: "Activate the NESPRESSO Subscription". During the period of suspension, the customer will not be required to pay subsequent fixed monthly fees, NESPRESSO will not be

entitled to charge them and the customer will not be entitled to a discount under the suspended NESPRESSO Subscription. The period of suspension does not count towards the period of active Subscription, which is a condition for receiving gifts after 6 and 12 months of active Subscription.

11. Any customer (also other than a consumer) may cancel his or her NESPRESSO Subscription (terminate the NESPRESSO Subscription agreement with effect for the future) at any time, at no cost, without giving any reason, in one of the following ways:

- a) a change made by the customer himself or herself in his or her customer account in the NESPRESSO Club (my account/subscription tab at nespresso.com) by clicking on the button: "Cancel the NESPRESSO Subscription";
- b) contacting the Customer Service Centre via email at klub@nespresso.com and informing NESPRESSO of the cancellation of the NESPRESSO Subscription.

12. NESPRESSO shall be entitled to terminate the "NESPRESSO|SUBSCRIPTION & YOU" Subscription agreement concluded with the customer, for a valid reason, i.e. in the event of the customer's recurrent (i.e. at least two) breaches of the General Terms and Conditions of the "NESPRESSO|SUBSCRIPTION" PROGRAM or of these Specific Terms and Conditions. The agreement will be terminated by giving one month's notice, effective at the end of the calendar month. NESPRESSO will send the customer a declaration of termination of the "NESPRESSO|SUBSCRIPTION & YOU" Subscription agreement, stating the reason, to the email address or postal address indicated in the customer's account.

13. In the case referred to in clause 11 above, the agreement entered into by the customer with NESPRESSO in respect of the NESPRESSO Subscription shall be terminated on the date of cancellation of the Subscription by the customer, and in the case referred to in clause 12 above, the aforementioned agreement shall be terminated at the end of the notice period, whereby during the notice period the customer will not be obliged to pay subsequent fixed monthly fees, NESPRESSO will not be entitled to charge them and the customer will not be entitled to the discounts under the NESPRESSO Subscription.

14. The NESPRESSO Subscription agreement shall be terminated if the customer fails to pay the fixed monthly fee for a period of two consecutive months (i.e. fails to ensure adequate funds for this purpose on the payment card indicated when activating the NESPRESSO Subscription or changed by the customer thereafter); in the absence of the fixed monthly fee on the date on which it is due, NESPRESSO's automated system will attempt to collect this fee for three consecutive days in the relevant month of the NESPRESSO Subscription period; if the fee cannot be collected on these days, as well as on the date on which the fixed monthly fee is due in the following month of the NESPRESSO Subscription period, the agreement shall expire on this date. After the expiry of the agreement, the customer will not be obliged to pay subsequent fixed monthly fees, NESPRESSO will not be entitled to charge them and the customer will not be entitled to the discounts under the NESPRESSO Subscription.

15. The customers' personal data including: full name and place of residence, collected by NESPRESSO when activating one of the "NESPRESSO|SUBSCRIPTION & YOU" Subscription options, will be processed by NESPRESSO acting as a data controller in order to identify the customer for which the "NESPRESSO|SUBSCRIPTION & YOU" Subscription is activated as a party to the agreement with NESPRESSO in order to implement the NESPRESSO Subscription activated by the customer, as well as for purposes resulting from the legitimate interests of NESPRESSO acting as a data controller, including: (i) customer service with respect to the exercise of the data subject's rights, (ii) the establishment, assertion or defence of rights by the data controller, in particular with regard to the claims or rights arising from the NESPRESSO Subscription. The provision of data is voluntary, but necessary to activate an option under the "NESPRESSO|SUBSCRIPTION & YOU" Subscription. NESPRESSO will retain the aforementioned data for the duration of the NESPRESSO Subscription activated by the customer, and if the customer fails to fulfil his or her obligations under this Subscription - NESPRESSO will also retain this data for the period of pursuing/defending claims related to this Subscription. Detailed information on the processing of customers' personal data by NESPRESSO is available at www.nespresso.com under the Privacy Policy tab.

SPECIFIC TERMS AND CONDITIONS OF THE "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" SUBSCRIPTION

(version valid for agreements concluded from 11 September 2023 onwards)

APPLIES ONLY TO CUSTOMERS CONCLUDING THE "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" AGREEMENT

1. The subject of the "NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN" subscription agreement (hereinafter NESPRESSO Subscription) is:

- a) the selection by the customer of one NESPRESSO Subscription option from those indicated in clause 2 below, and
- b) the purchase by the customer from Nespresso of one of the NESPRESSO coffee machines available under the NESPRESSO Subscription option selected by the customer at a promotional price of 1 PLN gross; and

c) the purchase by the customer from Nespresso of any NESPRESSO coffee capsules from the range of B2C Products available at <http://www.nespresso.com/pl/pl> for a total price corresponding to **at least the amount of the fixed monthly fee** due for the given NESPRESSO Subscription option selected by the customer (whereby, with regard to this purchase, the amount quoted is gross amount for consumers and net amount for entrepreneurs, to which VAT shall be added at the applicable rate) **and in a quantity of no less than 50 capsules** of NESPRESSO coffee, with the proviso that if, under the NESPRESSO Subscription option selected, the customer purchases a coffee machine from the Vertuo line (“VL”), the customer should purchase, on the aforementioned terms, VERTUO capsules from among the range available at <http://www.nespresso.com/pl/pl> and if, under the NESPRESSO Subscription option, the customer purchases a coffee machine from the Original line (“OL”), should purchase, on the aforementioned terms, Original capsules from among the range available at <http://www.nespresso.com/pl/pl> and

d) the customer's commitment to **top up the customer's NESPRESSO Club account on a monthly basis by paying fixed monthly fees in the amount due for the NESPRESSO Subscription option selected by the customer during the term of the NESPRESSO Subscription agreement and, at the same time, authorising Nespresso to collect the aforementioned fixed monthly fees during the term of the NESPRESSO Subscription agreement.**

2. NESPRESSO Subscription options available:

Subscriptionname	Fixed monthly fees	Types of coffee machines available for each subscription
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION100	Fixed monthly fee 100 PLN	Essenza Mini coffee machine (OL) for 12 months or Vertuo Pop coffee machine (VL) for 12 months or Vertuo Pop Pantone (Limited Edition) coffee machine (VL) for 12 months for 1 PLN (in the colour currently available under the NESPRESSO Subscription)
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION150	Fixed monthly fee 150 PLN	Essenza Mini coffee machine (OL) and Aeroccino3 for 12 months or CitiZ coffee machine (OL) for 12 months or Pixie coffee machine (OL) for 12 months or Pixie coffee machine (OL) and Aeroccino3 for 12 months or Vertuo Pop coffee machine (VL) and Aeroccino3 for 12 months or Vertuo Next Standard coffee machine (VL) for 12 months or Vertuo Next Premium coffee machine (VL) for 12 months or Vertuo Next Deluxe coffee machine (VL) for 12 months or Vertuo Next Plus coffee machine (VL) for 12 months or Vertuo Pop+ coffee machine (VL) for 12 months or Vertuo Pop+ coffee machine (VL) and Aeroccino3 for 12 months or Vertuo Next Standard coffee machine (VL) and Aeroccino3 for 12 months for 1 PLN (in the colour currently available under the NESPRESSO Subscription)
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION210	Fixed monthly fee 210 PLN	CitiZ&Milk coffee machine (OL) for 12 months or CitiZ Platinum coffee machine (OL) for 12 months or Vertuo Next Premium coffee machine (VL) and Aeroccino4 for 12 months or Vertuo Next Deluxe coffee machine (VL) and Aeroccino4 for 12 months or Vertuo Plus coffee machine (VL) and Aeroccino4 for 12 months our Creatista Plus coffee machine (OL) for 24 months for 1 PLN (in the colour currently available under the NESPRESSO Subscription)
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION250	Fixed monthly fee 250 PLN	CitiZ Platinum&Milk coffee machine (OL) for 12 months or Lattissima One coffee machine (OL) for 12 months or Creatista Vertuo coffee machine (VL) for 24 months for 1 PLN (in the colour currently available under the NESPRESSO Subscription)
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION320	Fixed monthly fee 320 PLN	Lattissima Gran coffee machine (OL) for 12 months Vertuo Lattissima coffee machine (VL) for 12 months our Creatista Pro coffee machine (OL) for 24 months for 1 PLN (in the colour currently available under the NESPRESSO Subscription)

3. Conclusion of the NESPRESSO Subscription agreement - rules for the activation of the NESPRESSO Subscription. The “NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” Subscription agreement is available to both

consumer and entrepreneurs who fulfil the conditions set out herein, and in particular the conditions set out in this clause as well as in clause 4 below:

a) first of all, the customer should **register as a member of the NESPRESSO Club**, i.e. create a customer account in the NESPRESSO Club, on the website <http://www.nespresso.com/pl/pl> (this does not apply to customers who already have an active customer account in the NESPRESSO Club on the aforementioned website); the customer can also make the aforementioned registration in a NESPRESSO boutique by providing the NESPRESSO boutique staff with his or her personal data, including full name/company name, place of residence/registered office and PESEL number for the purpose of identification of the customer for whom the “Coffee MACHINE FOR 1 PLN” NESPRESSO Subscription is activated as the party of the agreement; if the customer already has a customer account at the Nespresso Club, when activating the Subscription at the aforementioned website the customer must log in to his or her customer account, and when activating the Subscription at the NESPRESSO boutique, provide the NESPRESSO boutique staff with the aforementioned personal data and NESPRESSO Club customer number;

b) the customer should then go to <http://www.nespresso.com/pl/pl> and select one of the NESPRESSO Subscription options from among those available for a given Subscription, as indicated in clause 2 above, at the **same time as ordering the products** referred to in clauses 1b) and 1c) above; the customer may also perform the above steps at a NESPRESSO boutique by providing the NESPRESSO boutique staff with the Subscription option selected; it is not possible to activate the NESPRESSO Subscription via the toll-free helpline (800 51 52 53); if, when concluding the NESPRESSO Subscription agreement, customers who are entrepreneurs are represented by their representatives/attorneys-in-fact (other than the persons entered in the National Court Register as the entities authorized to represent the entrepreneur), such representatives/attorneys-in-fact will be required to provide Nespresso with the relevant power of attorney to conclude the aforementioned agreement, using the model power of attorney attached as **Appendix No. 1** to these terms and conditions or the model power of attorney used by the customer, the content of which shall include the authorization to perform legal activities (conclude agreements) in the name and on behalf of the customer. The aforementioned power of attorney shall be presented to the NESPRESSO boutique staff with the possibility of making a copy thereof - when concluding the NESPRESSO Subscription agreement in a NESPRESSO boutique, and when concluding the NESPRESSO Subscription agreement at <http://www.nespresso.com/pl/pl> - the power of attorney shall be sent, immediately after placing the order (but no later than within 24 hours of placing the order on the website) to the dedicated email box - plankawowy@nespresso.com. It is advisable that such a power of attorney is sent from the customer's email address;

c) before finalising the order referred to in point b) above, the customer is obliged to **read and accept** the General Terms and Conditions of the “NESPRESSO|SUBSCRIPTION” Program, these Specific Terms and Conditions and the General Terms and Conditions of Sale, which will be available to the customer at <http://www.nespresso.com/pl/pl> and in NESPRESSO boutiques on the device made available to the customer; In the case of an order made in a NESPRESSO boutique, the customer shall accept these Terms and Conditions in respect of the NESPRESSO Subscription chosen by signing on the terminal provided to him or her for this purpose;

d) the customer is then obliged to make **payment for the order** referred to in point b) above; in the case of an order placed via <http://www.nespresso.com/pl/pl>, payment should be made in full using the customer's payment card, which will be used to pay for the subsequent fixed monthly fees for the option chosen by the customer under the NESPRESSO Subscription; in the case of an order made in a NESPRESSO boutique, the customer must present when making the transaction the customer's payment card which, in accordance with clause 5 below, NESPRESSO will be authorized to charge with the fixed monthly fees.

4. In order to conclude a NESPRESSO Subscription agreement with NESPRESSO, the customer must also meet the following conditions: : (i) the customer must have his or her place of residence/registered office in the territory of Poland; (ii) the customer who is a consumer must indicate the address of his or her residence in the territory of Poland as the delivery address, with the proviso that this may not be the address of a hotel or other temporary accommodation facility, facilities not intended for human habitation (workplaces, fairs, exhibitions, car parks, commercial facilities, etc.) and the customer who is an entrepreneur must indicate the address of his or her registered office or the address of his or her business activity resulting from the entry in the National Court Register/CEiDG as the delivery address; (iii) during the last twelve months the customer has not been in arrears to Nespresso for payments totaling more than PLN 50, (iv) the customer uses his or her own payment card, (v) compliance with the aforementioned requirements has been positively verified by Nespresso. Nespresso reserves the right to verify the customer to the extent necessary to determine his or her compliance with the aforementioned requirements by comparing the data provided by the customer with the data in the customer's NESPRESSO Club account and the data in the identity document presented, as well as data from publicly available sources. The execution by the customer of the actions referred to in clause 1 and in clause 3 a-c above constitutes an offer by the customer made to Nespresso to conclude the “NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” agreement on the terms and conditions indicated herein. **The agreement shall be concluded and the NESPRESSO Subscription shall be activated once the aforementioned offer has been accepted by Nespresso, i.e. NESPRESSO has started processing the order for the products referred to in clause 1. NESPRESSO has the right to refuse to accept the customer's order if the customer fails to comply with any of the requirements referred to in clause 3 above or in this clause.** In the event that the customer has already paid for the ordered products when placing the order, but Nespresso subsequently rejects such an order for the reasons referred to above, Nespresso shall promptly (no later than within 14 days from the date of placing the order by the customer) refund the price and other costs paid to

Nespresso in full. If Nespresso accepts the customer's order referred to in clause 1 for processing, Nespresso shall provide the products covered by the order to the customer at the NESPRESSO Boutique or deliver them by courier, with the proviso that the products may be provided: in the case of a NESPRESSO Boutique - directly to the customer and, in the case of entrepreneurs, also to the customer's representative/agent, and in the case of delivery to an address indicated by the customer - directly to the customer or to an adult household member and, in the case of entrepreneurs, also to a person present on the premises at the address indicated by the customer. Nespresso reserves the right to verify the identity of the customer/its representative or agent on the basis of the identity document presented to the NESPRESSO Boutique staff or the courier delivering the order. If it is not possible to deliver the ordered products in accordance with the above provisions, the agreement shall be terminated and Nespresso shall immediately (no later than within 14 days from the date of the customer's order) refund the price and other costs paid by the customer to Nespresso for the aforementioned order in full.

5. By concluding a NESPRESSO Subscription agreement, the customer undertakes to top up his or her customer account in the NESPRESSO Club on a monthly basis by making payments to NESPRESSO during the term of the Subscription of a fixed monthly fee in the amount due for the NESPRESSO Subscription option chosen by the customer, and thereby authorizes NESPRESSO to charge the customer's payment card presented by the customer when making the transaction referred to in clause 3d) above, with the amounts to cover the aforementioned obligation, in accordance with the provisions of the General Terms and Conditions of the "NESPRESSO | SUBSCRIPTION" Program and these Terms and Conditions. The customer may at any time change his or her payment card to be used for the NESPRESSO Subscription activated for the customer, by changing the appropriate data in the customer account.

6. Rules for the use of the NESPRESSO Subscription after its activation:

- a) for the duration of the NESPRESSO Subscription, starting from the month following the month in which the customer has selected its NESPRESSO Subscription in accordance with clause 3b) above, NESPRESSO will charge the customer's payment card referred to in clause 5 above with fixed monthly fees in the amount due for the NESPRESSO Subscription option chosen by the customer;
- b) NESPRESSO Funds, which are the funds from the fixed monthly fees collected by NESPRESSO from the customer, shall be credited to the customer's NESPRESSO Club account - the current balance of the NESPRESSO Funds will be visible in the customer's Nespresso Club account;
- c) the customer may only use the NESPRESSO Funds credited to his or her customer account in the NESPRESSO Club for purchases made by the customer in the online shop at <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland, using the NESPRESSO mobile application and via the toll-free helpline (800 51 52 53), in any amount and at any time, subject to the other clauses of these Terms and Conditions;
- d) if the customer pays for the order with the NESPRESSO Funds available on his or her customer account in the NESPRESSO Club, the customer should pay the price of the order exclusively with these means and only if the price of the order exceeds the value of the customer's NESPRESSO Funds, payment of the remaining amount may be made by other available means: when ordering in the online shop or using the NESPRESSO mobile app - with a payment card, online transfer, in a NESPRESSO boutique - with a payment card or in cash, and when ordering via the toll-free helpline (800 51 52 53) - by online transfer or with a payment card; in addition, for deliveries with the option of payment on delivery, payment of the remaining amount may also be made in cash to the courier. Any reference to a payment card in the aforementioned point shall be understood to mean any customer's payment card and not only the customer's payment card referred to in clause 5) above;
- e) if the customer pays for the order with the NESPRESSO Funds credited to his or her customer account in the NESPRESSO Club, the delivery of any order for which payment is made with the aforementioned funds (even if partially) will be at NESPRESSO's expense, provided that the quantity ordered is at least 50 (fifty) NESPRESSO coffee capsules of any kind;
- f) if the customer pays for the order with the NESPRESSO Funds available in his or her customer account in the NESPRESSO Club, when making a purchase in a NESPRESSO boutique or via the toll-free helpline (800 51 52 53), NESPRESSO will be entitled to verify the customer's identity and, for this purpose, may ask the customer for his or her name, NESPRESSO Subscription number and other data stored in his or her customer account in the NESPRESSO Club. In the event of a negative result of the verification, NESPRESSO will refuse to process the order with NESPRESSO Funds.

7. NESPRESSO Funds on the customer's NESPRESSO Club account will be available to the customer for purchases in the online shop at <http://www.nespresso.com/pl/pl>, in NESPRESSO boutiques in Poland and via the toll-free helpline (800 51 52 53) exclusively for the duration of the NESPRESSO Subscription agreement, as well as for a period of 12 months after the termination or expiry of this agreement.

8. Purchases of products from NESPRESSO shall be made under the terms and conditions set out in the [General Terms and Conditions of Sale](#) of Nestlé Polska S.A. Nespresso branch in Warsaw.

9. The NESPRESSO subscription is an agreement concluded for a fixed period of 12 or 24 months depending on the type of subscription chosen and the coffee machine model selected within it, calculated from the date of making payment by the customer for the order referred to in clause 3b), provided that it has subsequently been accepted by Nespresso in accordance with clause 4 and the ordered products have been delivered to the customer. At the end of the aforementioned period of 12 months, the agreement is converted

into an agreement for an indefinite period of time, i.e. the “NESPRESSO | SUBSCRIPTION & YOU” Subscription, referred to in section II.6.a) of the General Terms and Conditions of the “NESPRESSO | SUBSCRIPTION” Program, with the possibility of its termination on the terms set out in the Specific Terms and Conditions of “NESPRESSO | SUBSCRIPTION & YOU”, referred to in section II.6.a) of the General Terms and Conditions of the “NESPRESSO | SUBSCRIPTION” Program, with the proviso that, for each customer, (i) its fixed monthly fees after the renewal of the agreement for an indefinite period of time will be the same as the fixed monthly fees paid by the customer under its NESPRESSO Subscription prior to such renewal, and (ii) the benefits under the “NESPRESSO | SUBSCRIPTION & YOU” Subscription will be appropriately allocated to the level of the fixed monthly fee as follows:

a) in the case of the “COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 100, after the period of 12 months, the customer receives additional benefits under the COFFEE SUBSCRIPTION 70 option - i.e. a **5% discount** on up to any 500 Nespresso coffee capsules per month (last 30 days), a surprise gift after the first 6 months of the agreement and a surprise gift every 12 months during the period of the agreement.

b) in the case of the “COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150, after the period of 12 months, the customer receives additional benefits under the COFFEE SUBSCRIPTION 130 option - i.e. a **10% discount** on up to any 500 Nespresso coffee capsules per month (last 30 days), a surprise gift after the first 6 months of the agreement and a surprise gift every 12 months during the period of the agreement.

c) in the case of the “COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210, “COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 250 and “COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 320 - after the period of 12 months or 24 months in case of the subscription with coffee machines: Creatista Plus, Vertuo Creatista or Creatista Pro - the customer receives additional benefits under the COFFEE SUBSCRIPTION 200 - i.e. a **12% discount** on up to any 500 Nespresso coffee capsules per month (last 30 days), a surprise gift after the first 6 months of the agreement, a surprise gift every 12 months during the period of the agreement, as well as a **20% discount** on accessories up to a limit of 5 per order and a **50% discount** on a decalcification kit up to a limit of 1 per month (last 30 days).

The agreement shall not be converted into an agreement for an indefinite period of time if the customer decides so by notifying NESPRESSO thereof from the time of conclusion of the agreement until the expiry of the period for which it was concluded. The aforementioned notification should be sent to Nespresso by email to: klub@nespresso.com. In such a case, the agreement will expiry at the end of the period for which it was concluded. NESPRESSO will send a notification to the customer at least one month prior to the expiry of the aforementioned deadline for the conversion of the agreement.

10. Subject to clause 12 below, the customer may cancel his or her NESPRESSO Subscription (terminate the NESPRESSO Subscription agreement with effect for the future) at any time, without giving any reason, by contacting the Customer Service Centre via email: klub@nespresso.com and informing NESPRESSO thereof. In such a case, the NESPRESSO Subscription agreement entered into by the customer with NESPRESSO shall be terminated with effect from the day following the day on which the customer cancels the Subscription. Should, as a result of a short time gap between the termination of the agreement and the due date for payment of the fixed monthly fee, the fixed monthly fee be collected from the customer after the termination of the agreement, Nespresso shall first deduct from the fee so collected the contractual fee, if applicable in accordance with clause 12 below, and shall refund the remaining part of the fixed monthly fee to the customer within 3 working days.

11. The NESPRESSO Subscription agreement shall be terminated if the customer fails to pay the fixed monthly fee for a period of two consecutive months (i.e. fails to ensure adequate funds for this purpose on the payment card indicated when activating the NESPRESSO Subscription or changed by the customer thereafter); in the absence of the fixed monthly fee on the date on which it is due, NESPRESSO will attempt to collect this fee in the following days in the relevant month of the NESPRESSO Subscription period; if the fee cannot be collected on these days, as well as on the date on which the fixed monthly fee is due in the following month of the NESPRESSO Subscription period, the agreement shall expire on this date. After the expiry of the agreement, the customer will not be obliged to pay subsequent fixed monthly fees and NESPRESSO will not be entitled to charge them.

In the event of termination of the agreement by the customer in the case referred to in clause 10 or in the event of termination of the NESPRESSO Subscription agreement for the reasons referred to in clause 11 above, before the expiry of the term of the agreement indicated in clause 9, the customer shall lose the right to benefit from the promotional price of the selected NESPRESSO coffee machine referred to in clause 1b), due to the non- fulfilment of the promotional condition set out in clause 1d). In this case, the price of the coffee machine shall be increased and the customer shall be obliged to pay Nespresso an early termination fee (hereinafter contractual fee) calculated separately for each NESPRESSO Subscription option and each coffee machine available under the NESPRESSO Subscription option in question and depending on at which point in the 12 months following the date of payment by the customer for the order referred to in clause 3b) (insofar as it has been accepted by Nespresso for processing in accordance with clause 4 and the products ordered have been delivered to the customer) the agreement has been terminated in the case referred to in clause 10 above or at which point the customer has ceased to pay its fixed monthly fees, resulting in termination of the agreement in the case referred to in clause 11 above. The contractual fee will be calculated according to the following formula: $OK = MOK \times (LSOP / 12)$ for 12-month Subscription or $OK = MOK \times (LSOP / 24)$ for 24-month Subscription, where OK is the contractual fee payable, MOK is the maximum contractual fee payable for the termination of the agreement for a given NESPRESSO Subscription, i.e. for the termination of the agreement in the first month of its validity - the MOK amount for individual NESPRESSO Subscription options is defined in the table below, LSOP is the number of

fixed monthly fees remaining to be paid by the customer at the time of termination of the agreement. Example 1: the customer has selected the NESPRESSO **Subscription 150**, but has terminated the agreement after paying 3 of the 12 fixed monthly fees or the agreement has been automatically terminated after the customer has paid 3 of the 12 fixed monthly fees; MOK for this Subscription is PLN 898, hence $OK = 898 \times 9/12 = \text{PLN } 673.50$.

Example 2: the customer has selected the NESPRESSO **Subscription 210** with Creatista Plus coffee machine for 24 months, but has terminated the agreement after paying 3 of the 24 fixed monthly fees or the agreement has been automatically terminated after the customer has paid 3 of the 24 fixed monthly fees; MOK for this Subscription is PLN 2598, hence $OK = 2598 \times 12/24 = \text{PLN } 1299$.

TABLE OF MAXIMUM CONTRACTUAL FEES FOR INDIVIDUAL NESPRESSO SUBSCRIPTIONS

<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 100 with the Essenza Mini coffee machine for 12 months:</p>	<p>Standard price of the Essenza Mini coffee machine including VAT: 549 PLN. Price of the Essenza Mini coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contractual Fee is: 548 PLN</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 100 with the Vertuo Pop coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Pop coffee machine including VAT: 599 PLN. Price of the Vertuo Pop coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 598 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 100 with the Vertuo Pop Pantone (Limited Edition) coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Pop Pantone (Limited Edition) coffee machine including VAT: 649 PLN. Price of the Vertuo Pop coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 648 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Pop coffee machine & Aeroccino3 for 12 months:</p>	<p>Standard price of the Vertuo Pop coffee machine + Aeroccino3 including VAT: 838 PLN. Price of the Vertuo Pop coffee machine + Aeroccino3 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 837 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Essenza Mini coffee machine & Aeroccino3 for 12 months:</p>	<p>Standard price of the Essenza Mini coffee machine + Aeroccino3 including VAT: 788 PLN. Price of the Essenza Mini coffee machine + Aeroccino3 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 787 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Pixie coffee machine for 12 months:</p>	<p>Standard price of the Pixie coffee machine including VAT: 699 PLN. Price of the Pixie coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 698 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Pixie coffee machine & Aeroccino3 for 12 months:</p>	<p>Standard price of the Pixie coffee machine including VAT: 938 PLN. Price of the Pixie coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 937 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the CitiZ coffee machine for 12 months:</p>	<p>Standard price of the CitiZ coffee machine including VAT: 899 PLN. Price of the CitiZ coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 898 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Next Standard coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Next Standard coffee machine including VAT: 699 PLN. Price of the Vertuo Next Standard coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 698 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Next Premium coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Next Premium coffee machine including VAT: 849 PLN. Price of the Vertuo Next Premium coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 848 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Next Deluxe coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Next Deluxe coffee machine including VAT: 899 PLN. Price of the Vertuo Next Deluxe coffee machine under the</p>

	NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 898 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Plus coffee machine for 12 months:	Standard price of the Vertuo Plus coffee machine including VAT: 899 PLN. Price of the Vertuo Plus coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 898 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Pop+ coffee machine: for 12 months	Standard price of the Vertuo Pop+ coffee machine including VAT: 699 PLN. Price of the Vertuo Pop+ coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 698 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Pop+ coffee machine & Aeroccino3 for 12 months:	Standard price of the Vertuo Pop+ coffee machine + Aeroccino3 including VAT: 938 PLN. Price of the Vertuo Pop+ coffee machine + Aeroccino3 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 937 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 150 with the Vertuo Next Standard coffee machine & Aeroccino3 for 12 months:	Standard price of the Vertuo Next Standard coffee machine & Aeroccino3 including VAT: 938 PLN. Price of the Vertuo Next Standard coffee machine & Aeroccino3 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 937 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Citiz & Milk coffee machine for 12 months:	Standard price of the Citiz & Milk coffee machine including VAT: 1199 PLN. Price of the Citiz & Milk coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1198 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Citiz Platinum coffee machine for 12 months:	Standard price of the Citiz Platinum coffee machine including VAT: 1049 PLN. Price of the Citiz Platinum coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1048 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Vertuo Next Premium coffee machine & Aeroccino4 for 12 months:	Standard price of the Vertuo Next Premium coffee machine & Aeroccino4 including VAT: 1098 PLN. Price of the Vertuo Next Premium coffee machine & Aeroccino4 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1097 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Vertuo Next Deluxe coffee machine & Aeroccino4 for 12 months:	Standard price of the Vertuo Next Deluxe coffee machine & Aeroccino4 including VAT: 1148 PLN. Price of the Vertuo Next Deluxe coffee machine & Aeroccino4 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1147 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Vertuo Plus coffee machine & Aeroccino4 for 12 months:	Standard price of the Vertuo Plus coffee machine & Aeroccino4 including VAT: 1148 PLN Price of the Vertuo Plus coffee machine & Aeroccino4 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1147 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 210 with the Creatista Plus coffee machine for 24 months:	Standard price of the Creatista Plus coffee machine & Aeroccino4 including VAT: 2599 PLN. Price of the Vertuo Plus coffee machine & Aeroccino4 under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 2598 PLN.
“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 250 with the Citiz Platinum & Milk coffee machine for 12 months:	Standard price of the Citiz Platinum & Milk coffee machine including VAT: 1399 PLN. Price of the Citiz Platinum & Milk coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1398 PLN.

<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 250 with the Lattissima One coffee machine for 12 months:</p>	<p>Standard price of the Lattissima One coffee machine including VAT: 1399 PLN. Price of the Lattissima One coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1398 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 250 with the Creatista Vertuo coffee machine for 24 months:</p>	<p>Standard price of the Creatista Vertuo coffee machine including VAT: 3299 PLN. Price of the Creatista Vertuo coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 3298 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 320 with the Gran Lattissima coffee machine for 12 months:</p>	<p>Standard price of the Gran Lattissima coffee machine including VAT: 1899 PLN. Price of the Gran Lattissima coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1898 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 320 with the Vertuo Lattissima coffee machine for 12 months:</p>	<p>Standard price of the Vertuo Lattissima coffee machine including VAT: 1999 PLN. Price of the Vertuo Lattissima coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 1998 PLN.</p>
<p>“COFFEE MACHINE FOR 1 PLN” SUBSCRIPTION 320 with the Creatista Pro coffee machine for 24 months:</p>	<p>Standard price of the Creatista Pro coffee machine including VAT: 3599 PLN. Price of the Creatista Pro coffee machine under the NESPRESSO Subscription including VAT: 1 PLN The maximum NESPRESSO Subscription Contract Fee is: 3598 PLN.</p>

The contractual fee referred to in clause 12 shall not apply in the event that the customer exercises the right to withdraw from an agreement concluded at a distance on the terms set out in the General Terms and Conditions of the “NESPRESSO|SUBSCRIPTION” Program. **However, if the customer chooses to exercise the aforementioned right, withdraws from the NESPRESSO Subscription agreement, but does not return the coffee machine purchased thereunder at a Price to Nespresso within 14 days from the date of submission to Nespresso of the declaration of withdrawal from the agreement, Nespresso will be entitled to claim from the customer the difference between the standard price of the coffee machine including VAT indicated in clause 12 above and the Price of the coffee machine including VAT paid by the customer.** In order to comply with the deadline for the return of the coffee machine, it is sufficient for the customer to allow Nespresso to collect the coffee machine before that deadline expires or for the customer to send the coffee machine back before the deadline expires to the following address: **LOGWIN AIR+OCEAN POLSKA, Al. Katowicka 66, 05-830 NADARZYN.** The Customer undertakes to provide Nespresso with a copy of the proof of return of the coffee machine to the above address.

Payment of the contractual fee and the difference by the customer to Nespresso, due under clause 12 or 13, shall be made on the **basis of a VAT invoice issued by Nespresso and delivered** in such a way that the customer can read its contents. The VAT invoice will be sent by registered post or by email to the customer’s postal address email address respectively, as indicated in the customer’s account as soon as it has been issued. Nespresso shall in the first instance deduct the value of the VAT invoice from the NESPRESSO Funds available in the customer account at the time of issuing the aforementioned VAT invoice, to which the consumer grants his or her consent. In the event of a total or partial shortage of NESPRESSO Funds, the customer agrees that Nespresso may charge the outstanding amount of the VAT invoice from the payment card provided by the customer at the conclusion of the aforementioned agreement. In the event that the NESPRESSO Funds are insufficient to cover the above VAT invoice in full and the customer’s payment card cannot be charged the customer will be served a VAT invoice with a 7-day payment deadline.

Any questions regarding the NESPRESSO Subscription and in particular its activation should be directed to Nespresso **by email to the address in the contact form at <https://www.nespresso.com/pl/pl>.** Nespresso will respond as soon as possible, but no later than 14 days from receipt of the customer’s inquiry.

12. The customers’ personal data including: full name and place of residence, collected by NESPRESSO when activating one of the “Coffee MACHINE FOR 1 PLN” NESPRESSO Subscription options, will be processed by NESPRESSO acting as a data controller in order to identify the customer for which the “Coffee MACHINE FOR 1 PLN” NESPRESSO Subscription is activated as a party to the agreement with NESPRESSO in order to implement the NESPRESSO Subscription activated by the customer, as well as for purposes resulting from the legitimate interests of NESPRESSO acting as a data controller, including: (i) customer service with respect to the exercise of the data subject’s rights, (ii) the establishment, assertion or defence of rights by the data controller, in particular with regard to the claims or rights arising from the NESPRESSO Subscription. The provision of data is voluntary, but necessary to activate an option under the “Coffee MACHINE FOR 1 PLN” NESPRESSO Subscription. NESPRESSO will retain the aforementioned data for the duration of the NESPRESSO Subscription activated by the customer, and if the customer fails to fulfil his or her obligations under this Subscription - NESPRESSO will also retain this data for the period of pursuing/defending claims related to this Subscription. Detailed information on the processing of customers’ personal data by NESPRESSO is available at www.nespresso.com under the Privacy Policy tab.

Appendix No. 1 - Model power of attorney to conclude the “NESPRESSO|SUBSCRIPTION - COFFEE MACHINE FOR 1 PLN” Subscription Agreement

<p>..... <i>Company details/Company stamp</i> </p> <p><i>(place, date)</i> POWER OF ATTORNEY</p> <p>I/we, the undersigned, acting on behalf of the above-mentioned entrepreneur, hereby authorise: Mr/Ms</p> <p>To conclude on behalf of:</p> <p style="text-align: right;"><i>Company name/Company stamp</i></p> <p>an agreement/agreements with Nestlé Polska S.A. For the activation of the NESPRESSO Subscription(s) selected by the representative from among the available NESPRESSO Subscription types and options, as described</p>
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at www.nespresso.com and on the terms indicated in the terms and conditions (general and specific) of the NESPRESSO | SUBSCRIPTION PROGRAM, available on the aforementioned website.