

Data Privacy Notice

Nespresso may contact you with information relevant to the relationship, including marketing similar products or services. Nespresso will process your information in accordance with the Nespresso Privacy Policy [https://www.nespresso.com/pro/uk/en/pages/legal]. You can withdraw your consent or change your contact preferences at any time.

TRIAL CONTRACT TERMS & CONDITIONS

Nespresso Professional will place at the disposal of the customer, free of charge, a Nespresso machine under the following conditions:

The Nespresso machine mentioned above is delivered free of charge by Nespresso UK Ltd ("**Nespresso** Professional") at the address of the customer stated above. **Nespresso** Professional has the right to exchange the Nespresso machine at any time against a technically comparable machine.

The *Nespresso* machine remains the exclusive property of Nespresso UK Ltd (**Nespresso** Professional) during the entire term and after expiry of the short term trial contract, and may not be moved without the written agreement of Nespresso Professional to another location, rented to another party or used otherwise. Original packaging must be kept and used for the safe return of the machine(s).

Nespresso Momento machine is designed to brew only genuine Nespresso capsules.

Contract duration, obligation and termination conditions

At the end of the Initial Period this Trial Contract shall expire and the Customer shall return the Nespresso Machine/s, as required by **Nespresso** Professional, unless the Parties expressly agree otherwise in writing.

Either party may terminate this Trial Contract without liability on giving notice in writing to the other party if:

- The other commits a material breach of any term of this Trial Contract and, in the case where such a breach is capable of being remedied, has failed to remedy the breach within 10 days after receipt of a request in writing from the other party to do so.
- the other party has a petition presented to any court for its winding up or for an administration order or if the other party passes a resolution or suffers an order of a court to be made for its winding up, or if a receiver or administrative receiver is appointed, or if anything occurs which is analogue to any of the foregoing under the law of any jurisdiction; or
- a controlling share of the voting stock or other ownership interest of the other party, or the other party is acquired by a third party by sale, acquisition or merger, the party sells or disposes the main operational undertaking or substantially all of its assets, or a change in the shareholding where any such change has the effect that any such new shareholder of the party has:
 - The ultimate effective right or power to appoint a majority of directors;
 - The effective right or power to cast or control the casting of a majority of votes at a general meeting;
 - The beneficial ownership of a majority of shares of the party; or
 - The ability to substantially determine the conduct of the party's business activities.

Immediately upon termination of this Trial Contract for any reason, the Customer shall allow **Nespresso** Professional to remove the Nespresso Machine from the Location. If **Nespresso** Professional is unable to collect the machine, **Nespresso** Professional reserves the right to invoice the customer for the value of the machine and all liabilities and ownership with regards to the machine will be transferred to the customer. The value of the machine is calculated based on the age of the machine and the perceived saleable value at the time of the calculation.

In the event of Customer's unauthorised removal, damage and/or loss of the machine due to inappropriate handling, loss by fire, vandalism, or theft, as well as other damage to the machine by the customer, in all such cases the repair costs, etc. will be passed onto the customer.

The customer is obliged to inform **Nespresso** Professional immediately of any damage to or malfunction of the *Nespresso* machine.

The customer is obliged to ensure that they are adequately insured to cover the full cost of the loaned *Nespresso* Machine(s) and its uses.

Nespresso Professional offers its products within the limits of its available stocks.

CRITICAL SAFETY INFORMATION (MUST READ)

We can confirm that the **Nespresso** Momento 120 machine has been designed and constructed and falls within scope of the Pressure Systems Safety Regulations 2000 (PSSR). To ensure compliance with this regulation **the customer will need to make a service request that Nespresso perform the "annual maintenance/service" either after 9000 milk recipes and/or 12 months**, whichever comes first. When the maintenance is due the machine will display the following message "Machine service to be performed. Please contact machine operator". The cost of this service is currently £1280 excl VAT and does not include the filter change which costs £165 excl VAT. For Subscription and Operating agreements the cost of this service is included, provided that the customer meets the minimum consumption levels as per contract. **For the avoidance of doubt the responsibility and liability for managing, planning, record keeping and requesting this service will remain with the user i.e. customer in this case.** Should you suspect there may be a defect/fault with the machine, please stop using the machine immediately, follow safety precautions and contact Nespresso. Once the maintenance/service is completed, a certificate to confirm compliance will be issued to the email address provided at the time of the activity taking place and is valid for 14 months.

End of life or Beyond Economic Repair

Machine life will depend on usage, water hardness, cleaning, care and age. Should the equipment reach "End of life" or be deemed "Beyond Economic Repair" i.e. the cost of repair exceeds the value of the product you will be contacted by **Nespresso** Professional to discuss alternative options/solutions.

Liability

The Customer shall assume full responsibility and liability for, and will indemnify and keep indemnified Nespresso Professional and its Affiliates for, without limitation, any and all costs, damages, expenses, losses (including any direct or indirect losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and

expenses) or liability of whatever nature incurred or suffered by Nespresso Professional and its Affiliates as a consequence of any non-compliant installation and/or modification (Including 3rd Party Systems and/or Solutions) of any Nespresso Product/s and/or Machine/s and/or deviation, whether negligent or not, from the recommended Nespresso Machine set up guidance as supplied to the Customer where the instructions for such non-compliant installation come from the Customer, its representatives or subcontractors.

Use of 3rd Party Payment Solutions

Under certain circumstances **Nespresso Professional** will allow the use of a 3rd Party Payment Systems (henceforth '3PPS'). **Nespresso Professional** undertakes relevant due diligence to confirm the regulatory compliance of certain selected 3PPS but the Customer assumes overall responsibility for ensuring the product is suitable according to local regulatory law and all aspects of the 3PPS have relevant local homologations.

The Customer alongside the 3PPS Provider retains all responsibility to ensure the correct PCI-DDS controls are in place for use with the system.

Nespresso Professional are not responsible or liable for any change; intentional, accidental or otherwise, of prices on the **Nespresso Professional** machine and/or 3PPS.

Nespresso Professional will not install or otherwise set up any 3PPS under any circumstances. Any installations must be performed by a competent person and must respect the electronic hardware and software of the machine.

In some cases it may be necessary for the 3PPS to be removed from the machine to complete a repair. **Nespresso Professional** accept no liability for any damage to or loss caused by the removal of the 3PPS system from the machine, nor the reattachment of the unit upon completion of repair. If the customer has any concerns about the removal of the 3PPS they are advised to have the installer visit prior to the **Nespresso Professional** engineer to remove the unit.

Nespresso Professional will **NOT** under any circumstances, inspect and/or work on any Product/s and or Machine/s that are observed, suspected or found to be in a non-compliant state, and/or have been modified in any way that may cause danger to the engineer or end users. This includes any deviation from the original product safety and/or usage instructions, any supplementary documentation. Incorrect or non-compliant installation may result in **Nespresso Professional** and/or its affiliates being unable to inspect and/or work on the Product/s and/or Machine/s and will result in a charge for the visit.

If the customer has installed a non-approved payment system **Nespresso Professional** retain the right to refuse the work on the machine until the installation is removed.

For certain repairs it may be required for **Nespresso Professional** to replace electronic components on the **Nespresso Professional** machine that directly impact the link between the 3PPS and the machine. This may require a reprogramming of pricing. It is the customers responsibility to confirm the pricing has been re inputted correctly before use. It is recommended that someone from the 3PPS is present to confirm the correct pricing has been maintained.

Liability Specific to 3rd Party Payment Solutions

Nespresso Professional is not a party to any service or payment agreement between the customer and any third party in relation to the 3PPS. **Nespresso Professional** disclaims any liability in relation to the rights and obligations of the customer and any third party vis-à-vis each other in this respect. In particular, **Nespresso Professional** will not be liable for any claims, damages, losses or expenses, or any bodily injury, death, or property damages caused by or arising from the installation and exploitation of the remote payment unit and any agreement between the customer and any third party in this context. **Nespresso Professional** expressly disclaims any liability in relation to the payment services.

Data Sharing – Only applicable for a Nespresso Momento machines or Payment Solutions

The **Nespresso Momento** machine can collect usage statistics and send them to **Nespresso Professional** (or Nespresso Authorized Distributors) to allow improvement of the product and service quality. Those usage statistics include brewing and other notable machine usage events. The **Nespresso Momento** machine does not share any data, which contains information that would enable **Nespresso Professional** to identify a person.

The customer hereby acknowledges and agrees that **Nespresso Professional** may have access to all data retrieved from payments made by customers making use of the payment system installed on the **Nespresso Professional** machine including the following: capsule consumption (per transaction, product, date/time and payment method, capsule stock by product, alerts and operational information. **Nespresso Professional** shall use these data strictly for internal purposes and shall not have access to any data which are sensitive in the context of applicable data protection and competition law regulations. In particular, **Nespresso Professional** shall not request and will have no access to any Company's commercial information, including but not limited to prices or other commercial information, nor any personal data, protected by the applicable data protection and antitrust regulations

Remote Software Update - Only applicable for a Nespresso Momento machine

The **Nespresso Momento** machine includes telemetry, through which Nespresso will update the machine software remotely.

The **Nespresso Momento** machine is designed to brew only genuine Nespresso capsules. **Nespresso Professional** reserves the right to investigate machine usage to determine whether a defect or dysfunction is as a result of the use of alternative capsules. Where it is proven that this is the case, such defects or dysfunctions resulting from the use of alternative capsules will not be covered by the warranty.

Confidentiality & Data Protection

1. Each party acknowledges and agrees that any and all information of confidential nature regarding the other party including business strategy, service offerings, plans, projections, trade secrets, and other financial and non-financial information, whether disclosed orally, in writing or by any other means, shall be kept confidential and not be disclosed to any third party at any time during the term of this Contract or thereafter.
2. By signing this agreement, the Customer agrees expressly to the fact that its information/ data is stored with Nespresso, for contract management, invoicing and the provision and improvement of services under this Agreement. The Customer will facilitate such monitoring and provide communications connections as required.
3. Nespresso will maintain confidential and will protect all data provided or collected as a result of this Agreement in accordance with any applicable data privacy laws. All such data may be stored and/or processed by Nespresso, Nestlé Nespresso SA, a Swiss company, with registered seat at Avenue de Rhodanie 40, CH-1007 Lausanne, or its authorized service providers who have made similar guarantees as to data privacy and security.

GENERAL CONDITIONS OF SALE

1. APPLICABILITY OF GENERAL CONDITIONS OF SALE

1.1 Each Order placed with Nespresso UK Limited ("Nespresso") shall be governed by these terms and is subject to particular conditions applicable to orders placed via the Internet or with the Nespresso Customer Relationship Centre.

1.2 Nespresso reserves the right to modify the present General Conditions of Sale at any time by publishing a new version.

2. ORDERS

2.1 You may place your order:

- By telephone: 0808 100 8844 (UK freephone), 1800 81 86 68 (ROI freephone)
- By post: Nespresso UK Ltd, Haxby Road, York, YO31 8TA
- Online: www.nespresso.com/pro

2.2 The minimum order quantity for coffee is 50 capsules.

2.3 Nespresso offers its products within the limits of its available stocks.

2.4 Nespresso reserves the right to refuse orders, notable in case of unpaid invoices or insolvency.

3. DELIVERY

3.1 Nespresso makes every possible effort to ensure deliveries in the UK are made within two to three working days and in the Republic of Ireland and Channel Islands within five working days after receipt of an order.

3.2 If you request a particular means of delivery different from that used normally by Nespresso, any additional cost will be billed to you.

3.3 Risk of loss and damage of goods passes to you on delivery.

4. VERIFICATION OF GOODS

4.1 It is your responsibility to verify the quantity and condition of the goods upon receipt and, in case of on-arrival damage or missing items, to notify and file a claim with the carrier and inform Nespresso within 14 days of receipt (retaining all relevant invoices and signed delivery notes).

4.2 Should you submit a claim within the 14 day period, Nespresso shall in such circumstances provide you with identical replacement Goods or a full refund where requested.

4.3 If contact is not made within the 14 day period, Nespresso reserves the right to refuse replacements.

5. RETURNS POLICY

5.1 You have the right to return machines and accessory products within 14 days after receipt of goods.

5.2 Nespresso will only accept such returns for goods in saleable and unused condition, in their original packaging and accompanied by the relevant invoice.

5.3 Coffee capsules are not returnable unless the product has been damaged in transit or incorrect product has been delivered in which case the conditions detailed in section 5.2 above apply.

6. PRICES AND INVOICING

6.1 The prices invoiced for the goods you order are those in effect on the date you place your order and inclusive of VAT where applicable, but exclude delivery charges.

6.2 The fee for delivery charges is included separately on the invoice where applicable.

6.3 You are required to confirm the correct billing address for invoicing and purchase order number (if applicable) at the time of ordering, as invoices cannot be amended once an order has been processed.

7. PAYMENT

7.1 Payment is due in full for all goods within 30 days of the date shown on the invoice.

8. RETENTION OF TITLE

8.1 Nespresso retains title and remains the legal owner of the goods supplied until the purchase price is paid in full.

9. MACHINE WARRANTY AND AFTER-SALES SERVICE

9.1 Nespresso machines are guaranteed pursuant to the manufacturer's specific terms and conditions listed in the original product documentation and such guarantee is without prejudice to any of your statutory consumer rights.

9.2 For any questions concerning to operation, maintenance and after-sales service of your Nespresso machine, please contact Nespresso by telephone for advice and assistance.

10. DATA PROTECTION

10.1 Nespresso does not sell your personal data to third parties and treats it in strict accordance with applicable law and its privacy policy. The Nespresso privacy policy is published on the site www.nespresso.com/pro

10.2 As per applicable law, you have the right to access and rectify personal data concerning you by writing to Nespresso UK Ltd, Haxby Road, York, YO31 8TA.

11. APPLICABLE LAW AND FORUM

11.1 The present General Conditions of Sales are governed by English Law.

11.2 The English courts have exclusive jurisdiction.