

## 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.**

### FREE ON LOAN 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 Professional** during the entire term and after expiry of the contract, and may not be moved without the written agreement by **Nespresso Professional** to another location, rented to another party or used otherwise.

**Nespresso Momento** machine is designed to brew only genuine Nespresso capsules. The customer agrees to purchase the required minimum annual capsule consumption\* from the **Nespresso Professional** product assortment by way of a monthly standing order. The customer may change coffee varieties, increase standing order, or make additional orders any time.

\*Required minimum annual capsule consumption per machine.

Machine Model	Nespresso Momento 100	Nespresso Momento 120	Nespresso Momento 200	Gemini CS203	Gemini CS223	Aguila 220	Aguila 420	Aguila 440	Zenius	CS20 (Cappuccinatore)
Min Capsule Consumption p/a*	6000	11400	12000	7200	7200	27000	48000	48000	2400	600
Average Monthly Consumption	500	950	1000	600	600	2250	4000	4000	200	50

#### Contract duration, obligation and termination conditions

Machine type	Zenius	Gemini	Momento	Aguila
Minimum term	12 months			36 months

After the Minimum Term has elapsed, either party can terminate this contract by giving three months written notice.

If the customer chooses to cancel before their minimum term is complete, they will be obliged to pay the remainder of their monthly capsule obligation.

If the minimum capsule purchase obligation is not adhered to by the customer, **Nespresso Professional** reserves the right to either invoice the customer for the capsule deficit or remove the equipment, terminate the agreement with immediate effect and invoice for the early termination. Early termination is calculated as follows: Remaining months on contract x capsule price x the minimum monthly capsule consumption.

The contract can be terminated from both sides for significant reasons only, immediately. Significant reason for **Nespresso Professional** includes the introduction of an insolvency procedure regarding the customer, deliberate and/or negligent damages to the Nespresso machine, or of the placing of the Nespresso machine to another location without the agreement of **Nespresso Professional**, the purchase/use of coffee products other than those from **Nespresso Professional**. After the completion of the contract the customer is obliged to return the Nespresso machine to **Nespresso Professional**. 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.

The customer is obliged to advise in a possible insolvency/bankruptcy or liquidation expressly that the Nespresso machine is the property of **Nespresso Professional**. If it should come to the seizing of property the customer is obligated to immediately inform **Nespresso Professional**.

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

For possible disputes of this agreement, Nespresso UK Ltd must be contacted.

If at any time this machine is purchased outright then the free on loan contract becomes null and void.

#### Professional Coffee Service (PCS)

The "**PCS – Professional Coffee Service**" is a service guarantee. **Nespresso Professional** warrants the professional coffee machine(s) (the "Product") against defects in materials and workmanship during the validity of this agreement.

PCS warranty only covers the Product(s) placed within this contract and is not transferable without prior and written agreement from **Nespresso Professional**.

The "**PCS – Professional Coffee Service**" is included when customers choose the "**Free on Loan**" and/or "**Rental**" contract/s and meet the terms of these agreements. Should you not meet the terms of agreement and/or capsule obligations are not met, this warranty will no longer apply and service fees will be charged as below. The service fees are subject to change at any time without any notice. The service fees listed below are exclusive of VAT.

Machine Model	Zenius	Gemini CS203/CS223	Gemini CS203/CS223 (Plumbed)	Nespresso Momento 100	Nespresso Momento 100 (Plumbed)	Nespresso Momento 120	Nespresso Momento 120 (Plumbed)	Nespresso Momento Dispenser	Nespresso Momento 200	Nespresso Momento 200 (Plumbed)	Aguila 220	Aguila 420	Aguila 440
Installation	-	-	£300	-	£314	-	£355	£225	-	£373	£555	£600	£600
Relocation	-	-	£490	-	£422	-	£455	£295	£390	£481	£555	£600	£600
Planned Maintenance	-	£165	£180	£420	£460	£1170	£1280	-	£600	£660	£610	£780	£870
*Reactive Call	£170	£210	£210	£175	£175	£365	£365	£125	£180	£180	£240	£270	£225
Filter Change	-	£125	£175	-	£165	-	£165	-	-	£165	£255	£225	£255
Uninstall	-	-	£170	-	£170	£170	£170	£170	£170	£170	£170	£170	£170
Other	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below	***Please see below

Prices of Service Fees for Momento Cabinet combinations – charged where applicable	Installation	Relocation	Uninstall
Advanced Cabinet & M100 or M200 or M120 (Not Plumbed)	£530	£530	£170
Advanced Cabinet & M100 or M200 or M120 (Plumbed)	£750	£750	£170
Advanced Cabinet & M100 or M200 or M120 & Nespresso Momento Dispenser (Not Plumbed)	£630	£630	£340
Advanced Cabinet & M100 or M200 or M120 & Nespresso Momento Dispenser (Plumbed)	£850	£850	£340
Advanced Cabinet & M100 or M200 or M120 & Nespresso Momento Dispenser + Payment Solution (Not Plumbed)	£730	£730	£340
Advanced Cabinet & M100 or M200 or M120 & Nespresso Momento Dispenser + Payment Solution (Plumbed)	£950	£950	£340
Advanced Cabinet with Existing Machine (Not Plumbed)	£400	£400	£170
Advanced Cabinet with Existing Machine (Plumbed)	£450	£450	£170

\*\*\* For call types/activities not covered by this warranty please contact **Nespresso** Professional to request a date, price and/or quote for the work to be carried out.

In the event that an engineer arrives on site and has restrictions e.g access to building, restricted access such as airports without warning/instructions or the person requesting the service is not present and/or available when the engineer arrives, the engineer may need to leave the site and the customer request will need to re-arrange the work for a new date/time as not to affect the general service. In the case of such events the minimum charge would be (£170.00 excl VAT).

In the event that the **Nespresso** Momento machine is not connected i.e. cannot connect to telemetry, to remotely perform software updates, a flat fee of £170 excl VAT will be charged for each visit/update. The alternative is to install the machine in an area where the machine can connect.

Note: In the event that an installation fails, due to reasons out of **Nespresso** Professionals and/or its affiliates "reasonable" control the full cost will be passed back to the customer. The minimum charge would be £170.00 (excl VAT).

Please see below table for the maximum of individual machine entitlements covered by this warranty. The individual machine entitlements are subject to change at any time, without any notice.

	Zenius	Dispenser	Gemini (Not Plumbed)	Gemini (Plumbed)	Nespresso Momento 100 (Not plumbed)	Nespresso Momento 100 (Plumbed)	Nespresso Momento 120 (Not Plumbed)	Nespresso Momento 120 (plumbed)	Nespresso Momento 200 (Not plumbed)	Nespresso Momento 200 (plumbed)	Aguila 220	Aguila 420/440
Repairs	4	6	4	8	4	8	4	8	4	8	8	8
Descaling Solution	12	-	36	-	12	-	24	24	24	-	-	-
Water Filters	4	-	8	-	4	-	4	-	8	-	-	-
Planned Maintenance	-	-	2	2	2	2	2	2	2	2	2	2

The **Nespresso** Professional PCS warranty covers the following:

This warranty includes the terms and conditions as laid out in the manufacturer's original product documentation and/or any supplementary instructions provided with the product by Nespresso and/or its affiliates. The user manual, safety instructions and supplementary documents are part of the product and must be passed onto any subsequent user. This warranty includes labour and repair spare parts for faults covered by the terms of this warranty. Should the cost of repairs or replacement not be covered by the terms in this warranty, **Nespresso** Professional will advise the customer and the cost shall be charged to the customer.

Telephone Support	Online support and assistance
Machine Repairs	Machine Maintenance
Maintenance Kits and Filters	Loan Machine
Filter Changes & Removable Filters	Event Machine/s

Machine Maintenance: Frequency and intervals determined by **Nespresso** Professional

Loan Machines: Required for non UK Mainland sites and/or when machine is confirmed as defective and could not be fixed on-site

Event Machines: We are able to loan event machines on request. This offer is subject to separate terms and subject to availability

Maintenance Kits and Filters: At customer request, quantity within reason, to ensure machine is functioning during contract period

Repair Spare Parts: For faults covered by these warranty terms, and excludes: frothing attachments, aesthetic parts, removable parts, loss, damage, incorrect care/cleaning/maintenance.

To optimise the quality of your Nespresso coffee, we would encourage you to descale your machine at least once every 1 - 3 months. Alternatively please consult the user manual supplied with the machine or contact **Nespresso** Professional. Recommended frequency will vary depending on consumption, water hardness and model. NB: Only Maintenance Kits and Accessories such as de-scaling kits or cleaning tablets supplied by **Nespresso** Professional are tested/approved for maintaining your Product.

This warranty does not apply to any defect resulting from negligence, accident, misuse, or any other reason beyond **Nespresso** Professional's reasonable control, including but not limited to: normal wear and tear, negligence or failure to follow the product instructions (including insufficient or inappropriate aftercare or cleaning), improper or inadequate storage, handling, maintenance, calcium deposits or descaling, connection to improper power and/or water supply, unauthorized product modification or repair, fire, lightning, flood or other external causes. This warranty will not apply if any serial number has been removed or defaced or if **Nespresso** Professional receives information from any public or governmental authority that the Product has been reported as stolen or is subject to any pending legal dispute. In case of any malfunction and/or damage, including any suspected leaks, please consult the user and safety manuals, unplug the product immediately and isolate any water mains (For any plumbed equipment) and contact **Nespresso** Professional immediately.

Activity	**Response Time
Reactive Call	6 - 48 hours <sup>†</sup>
Filter Change	1 Week
Installations / Relocation	2 Weeks
Other	***Please see below

The response times are subject to change at any time, without any notice.

\*\*Response times will vary and depend on fault or call type and geographical location/concentration. For remote and/or offshore locations, including the Channel Islands, response times will vary.

\*\*\* For call types/activities not covered by this warranty please contact **Nespresso** Professional to request a date, price and/or quote for the work to be carried out.

<sup>†</sup> Within the following business hours: Monday – Friday (8:30am – 5:30pm)

## CRITICAL SAFETY INFORMATION (MUST READ)

**UK Nespresso contracts:** We can confirm that the M120 – MOMENTO and MILK 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 customer's 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

#### **Exit Clause – Early Termination & Returning Equipment**

Upon early termination of this agreement **Nespresso Professional** reserve the right to charge any costs incurred by this early termination back to the customer. The charge would be for logistics, labour and product inspection upon return. The minimum cost for early termination in relation to each product would be £350.00 Excl. VAT. Should the cost of bringing the machine back into service, in a suitable state, exceed this value and/or not be covered by the terms in this warranty, **Nespresso Professional** will advise the customer and the cost shall be charged to the customer E.g. If machine has not been maintained, used or cleaned as instructed the cost will be charged to the customer.

#### **Inspection of Nespresso Branded Product/s**

**Nespresso Professional** reserves the right to perform regular visits\* to the location, within normal business hours, in order to assess the state of the Nespresso Machine. However, **Nespresso** has no obligation during such inspection visits to repair, replace or maintain any part of the Nespresso Machine, regardless of the cause of damage or deterioration.

\*48 Hours' notice will be given before a site visit.

#### **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 Ltd. ("Nespresso") shall be governed by the present General Conditions of Sale 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-pro.com](http://www.nespresso-pro.com)
- 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, notably 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 perfect 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 GUARANTEE AND AFTER-SALES SERVICE

- 9.1 The Nespresso machines are guaranteed pursuant to the 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-pro.com](http://www.nespresso-pro.com)
- 10.2 As per applicable law, you have the right to access and rectify personal data concerning you by writing to Nespresso at 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