

CONDITIONS OF SALES

1. Applicability of General Conditions of Sale

1.1 Each order placed with Nestlé Nespresso S.A. or any of its affiliated companies ("Nespresso") by means of the Internet shall be governed by the present General Conditions of Sale. They shall apply to the exclusion of all other conditions. By placing an order, you acknowledge that you have read, understood and accepted, without reserve, the present General Conditions of Sale.

1.2 By using this website, you also accept and agree to be bound by our Terms of Use and Internet Privacy Policy. Nespresso invites you to read them carefully before using the services provided on this website.

1.3 Nespresso reserves the right, at any time, to modify the present General Conditions of Sale by posting a new dated version on this website. By placing an order after Nespresso has posted a new version of its General Conditions of Sale, you agree to be bound by that updated version.

2. Registration

2.1 When you register on this website, you must ensure that the mandatory registration information you provide is correct and complete.

2.2 Please inform Nespresso about changes of address or other modifications by updating your personal details on this website without delay.

3. Password

3.1 When registering to use this website, you will be asked to create a password. You must keep this password strictly confidential and not disclose it or share it with anyone.

3.2 You are fully responsible for the use of your password and any orders placed under it, even without your knowledge.

3.3 If you know or suspect that someone else knows or has used your password, you should notify Nespresso immediately.

4. Orders

4.1 By placing an order through this website, you make an offer to purchase the products you have selected under these General Conditions of Sale. At the same time, by placing an order, you as a customer declare that you have accepted and understand these conditions (available on the website) in advance and agree with them.

4.2 Orders you place with Nespresso on this website are subject to minimum and maximum quantity limitations.

4.3 Nespresso offers its products on this website within the limits of its available stocks.

5. Order Confirmations

5.1 The order you place on this website will not constitute a binding contract unless and until Nespresso transmits a confirmation by e-mail. 5.1 The order you place on this website will not constitute a binding contract unless and until Nespresso transmits a confirmation by e-mail. The attached GST in text form are an integral part of this confirmation. 5.2 Nespresso reserves the discretionary right to refuse orders, notably in relation to creditworthiness or unpaid invoices.

5.3 The data registered by Nespresso constitutes full proof of the order and the entire transaction. The data registered by the payment system constitutes full proof of the financial transactions.

6. Prices

6.1 The prices payable for the items you order are those displayed on this website on the date you place your order, inclusive of VAT, but excluding delivery charges.

6.2 Delivery charges will be billed at the rates indicated on this website on the date you place your

order, calculated notably in function of the size of the order and the delivery method you select.

6.3 Nespresso reserves the right to modify its prices and delivery charges at any time and to cancel a contract in case of writing, printing or calculation errors.

7. Customs Duties

7.1 When ordering products for international delivery to countries other than those where Nespresso originates its shipments, you are the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

7.2 You may be subject to import duties and taxes that are levied once the merchandise reaches your country. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

8. Delivery

8.1 All orders confirmed by Nespresso will be delivered to the delivery address you specify when placing your order.

8.2 Nespresso does its utmost to ensure deliveries within two working days after receipt of an order.

8.3 Deliveries can only be made to the countries specified on this website.

9. Verification of Merchandise

9.1 It is your responsibility to verify the quantity and condition of the merchandise upon delivery.

9.2 In case you observe damage or missing items, you must notify and file claim with the carrier and inform Nespresso within 7 days after the delivery. Nespresso shall in such a case provide you with identical replacement merchandise.

10. Returns

10.1 You have the right to return any merchandise that does not suit you within 14 days after receipt of the order.

10.2 Nespresso will only accept returns of merchandise in their original condition and packaging accompanied by the invoice.

10.3 When returns are properly completed, Nespresso shall reimburse the price of the returned merchandise and the invoiced delivery charges within a maximum of 30 days upon reception of the returned merchandise. The return postage will be at your charge.

11. Payment

11.1 Invoices are sent after delivery of the merchandise and are fully payable within thirty days.

11.2 Payment by credit card is immediately due and payable. Your credit card details will be encrypted for security purposes.

12. Late Payment

12.1 In the event of late payment, you will be charged interest on the outstanding balance as well as any administrative and legal collection costs.

12.2 Nespresso reserves the right to refuse any new order until full payment of any overdue balance.

13. Machine Warranty

13.1 Machines purchased on this website are guaranteed by the machine manufacturer pursuant to the specific terms and conditions listed in the original product documentation.

13.2 Please consult your product documentation for detailed information on the manufacturer's warranty, which is without prejudice to any of your imperative statutory legal rights.

14. After-Sales Service

14.1 If you encounter any problems or have any questions concerning the functioning, maintenance or after-sales service of your machine, please contact Nespresso by telephone for advice and assistance. You can find all current contacts on the company's website.

14.2 If your machine problem cannot be resolved by telephone, Nespresso proposes a series of advantageous after-sales service options. Please contact Nespresso by telephone for detailed information.

15. Limitation of Liability

15.1 The photographs and texts illustrating and describing the products on this website are non-contractual and for information purposes alone. Nespresso shall not be liable in case of errors or omissions in the photographs or texts displayed on this website.

15.2 For international deliveries to countries other than those where Nespresso originates its shipments, Nespresso shall have no liability if the products do not comply with the laws and regulations of the country of delivery or in case of electrical or other product incompatibility.

15.3 Without limiting the scope of these General Conditions of Sale, no claim of any kind, whether as to products delivered or non-delivery of products, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL Nespresso BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY Nespresso), CAPABLE OF ARISING IN CONNECTION WITH ITS PRODUCTS, THEIR USE, SALE OR THIS WEBSITE.

16. Force Majeure

16.1 Nespresso will make every reasonable effort to fulfill its obligations.

However, Nespresso cannot be held responsible for delays or failure to deliver caused by circumstances beyond its reasonable control. Such circumstances include strikes, wars, natural catastrophes or any others that make impracticable the production, transportation or delivery of products.

16.2 In the event of delay, Nespresso will perform its obligations as soon as reasonably possible, and it reserves the right to allocate any remaining product supply among customers in a fair and reasonable manner.

17. Applicable Law and Forum

17.1 The present General Conditions of Sale are governed by the law of the country of incorporation of the Nespresso company that invoices you for the order.

17.2 The exclusive forum is in the same country as that of the applicable law.

18. EasyOrder

18.1. Overview

'EasyOrder' allows you to reorder and pay for your Nespresso capsules automatically based on a chosen frequency.

The General Conditions of Sale automatically apply to any order placed through EasyOrder. In the event of a conflict between the General Conditions of Sale and the conditions related to EasyOrder, the conditions related to EasyOrder will prevail.

18.2. "Your order will ship soon" notification

4 days before your recurrent order is shipped by us, you will receive a written notification via email to inform and remind you of the date of shipment, the details of your Product basket, the total price of your recurrent order and whether any of your selected products is out of stock.

18.3. Payment

Payments shall be made by credit card. All recurrent orders will be billed to your credit card on the day of shipment.

In the event that your credit card cannot be charged, Nespresso will place your order on hold and send you a notification that the payment could not be executed. Your order will be shipped upon receipt of your payment.

18.4. Modification and Cancellation

You are entitled to cancel your EasyOrder subscription, cancel one or more standing orders or modify the product(s) basket, the frequency or any customer detail at any time free of charge. In the event that you cancel a specific order or your EasyOrder subscription until a day before your order is being shipped, you are entitled to refuse the delivery of the Product(s) and, in the event that you received the

Product(s) to return the order in accordance with the present General Conditions of Sale.

18.5. Out of stock

If one of the product(s) included in your standing order is out of stock at the moment of the “your order will ship soon” notification, we will notify you via the email. We will still ship your other standing orders on your requested frequency, unless the order is cancelled by you.

You will not be charged for any product(s) which is out of stock.

18.6. Promotions with your EasyOrder account

You will also have the possibility to benefit from ongoing general campaigns and promotions. Your EasyOrder subscription does not automatically take into account other promotional offers announced on or around the time of your standing order processing. To benefit from such a promotion, it is recommended to place a separate order and modify your next shipment date for your EasyOrder subscription.