

INTRODUCTORY EXPLANATION

General Business Terms and Conditions of the Nespresso Coffee Tariff Service

I. This document contains General Business Terms and Conditions relating to two Nespresso services provided by the Nestlé Slovensko s.r.o., with its registered office at Košovská cesta 11, Prievdza 971 27, Slovak Republic, IN: 31 568 211, listed in the Commercial Register kept by the Municipal Court in Trenčín, Section Sro, File 3614/R (the “**Company**”), namely:

i. Nespresso coffee tariff with coffee machine (PART I);

ii. Nespresso coffee tariff for coffee (PART II).

II. The Customer understands that the Nespresso coffee tariff with coffee machine and the Nespresso coffee tariff with extra credit are two separate independent services provided by the Company. Each of these services is provided on the basis of different conditions (rights and obligations), which are described in PART I and PART II of this document and with which the Customer has agreed upon subscribing for a specific Nespresso coffee tariff service.

III. The Customer's relationship with the Company is governed by the General Business Terms and Conditions, depending on the service selected by the Customer, i.e. in the case that:

i. The Customer **participates only in the Nespresso coffee tariff with coffee machine**, only the General Business Terms and Conditions specified in **PART I** of this document shall apply to the Customer;

ii. The Customer **participates only in the Nespresso coffee tariff for coffee**, only the General Business Terms and Conditions specified in **PART II** of this document shall apply to the Customer;

iii. The Customer **participates in both Nespresso coffee tariffs**, the General Business Terms and Conditions specified in **PART I and PART II** of this document shall apply to the Customer, always to the extent applicable to the specific service.

PART I

General Business Terms and Conditions of the Service “Nespresso Coffee Tariff with Coffee Machine”

Types of Nespresso Coffee Tariff with machine

Standard tariff

Nespresso Coffee Tariff with Coffee Machine	Discounted price	Regular sale price	Monthly fee	Term duration	Price difference
Essenza Mini	1 €	119 €	25 €	at least 12 months	118 €
Essenza Mini	1 €	119 €	15 €	at least 24 months	118 €
Essenza Mini & Aeroccino 3	1 €	209 €	35 €	at least 12 months	208 €
Pixie	1 €	185 €	35 €	at least 12 months	184 €
Pixie	1 €	185 €	20 €	at least 24 months	184 €
Citiz	1 €	189 €	35 €	at least 12 months	188 €
Citiz	1 €	189 €	20 €	at least 24 months	188 €
Citiz & Milk	1 €	269 €	45 €	at least 12 months	268 €
Citiz Platinum	1 €	209 €	45 €	at least 12 months	208 €
Citiz & Milk Platinum	1 €	279 €	45 €	at least 12 months	278 €
Lattissima One	1 €	299 €	45 €	at least 12 months	298 €
Gran Lattissima	1 €	399 €	45 €	at least 24 months	398 €
Creatista Plus	1 €	599 €	65 €	at least 24 months	598 €

Creatista Pro	1 €	809 €	70 €	at least 24 months	808 €
Vertuo Pop	1 €	129 €	25 €	at least 12 months	128 €
Vertuo Pop	1 €	129 €	15 €	at least 24 months	128 €
Vertuo Pop+	1 €	149 €	30 €	at least 12 months	148 €
Vertuo Pop+	1 €	149 €	20 €	at least 24 months	148 €
Vertuo Next	1 €	159 €	35 €	at least 12 months	158 €
Vertuo Next Premium	1 €	199 €	35 €	at least 12 months	198 €
Vertuo Next Deluxe	1 €	219 €	35 €	at least 12 months	218 €
Vertuo Plus Deluxe	1 €	219 €	35 €	at least 12 months	218 €
Vertuo Lattissima	1 €	399 €	55 €	at least 12 months	398 €
Vertuo Creatista	1 €	699 €	70 €	at least 24 months	698 €

Payment option: Credit / debit card

Benefits: Free delivery

Credits validity: 12 months since term expiration

1.1. These General Business Terms and Conditions of the Nespresso Coffee Tariff (the “**GBTCs**”) govern the Customer's contractual relationship with the Nestlé Slovensko s.r.o., with its registered office at Košovská cesta 11, Prievidza 971 27, Slovak Republic, IN: 31 568 211, listed in the Commercial Register kept by the Municipal Court in Trenčín, Section Sro, File 3614/R (the “**Company**”), which provides the Customers with the Nespresso coffee tariff service (the “**Tariff**”), based on which the Customer may obtain a Nespresso coffee machine at a preferential price, i.e. a

discounted price, under the conditions specified below. These GBTCs represent a supplement to the General Sales Terms and Conditions for Consumers available at <https://www.nespresso.com/sk/en/podmienky-uzivania> as well as to the General Sales Terms and Conditions for Entrepreneurs available at <https://www.nespresso.com/pro/sk/en/podmienky-uzivania>. Relationships not regulated by these GBTCs are governed by the Nespresso General Sales Terms and Conditions based on the specific Customer.

1.2. Once the Customer consented to these GBTCs, a Coffee Machine Tariff Contract is concluded between the Company and the Customer. The Coffee Machine Tariff Contract can be concluded by Customers – consumers who are at least 18 years old and have a permanent or mailing address in the Slovak Republic (the "**Customer-Consumer**"). The Coffee Machine Tariff Contract can also be concluded by natural persons and legal entities – entrepreneurs – based in the Slovak Republic (the "**Customer-Entrepreneur**", the Customer-Consumer and the Customer-Entrepreneur collectively as the "**Customer**"). Each Customer can conclude, in his own name and on his own account, one Coffee Machine Tariff Contract during the Basic Term defined in Article 1.8 of these GBTCs, i.e. each Customer can get one Nespresso coffee machine at a preferential price, i.e. a discounted price (see Article 1.9 of these GBTCs). The Customer understands that he shall be entitled to the coffee machine at a preferential price under the Coffee Machine Tariff Contract after the expiry of the entire Basic Term defined in Article 1.8 of these GBTCs. The Coffee Machine Tariff Contract cannot be concluded by employees of Nestlé Slovensko, s.r.o.

How to get the Tariff?

1.3. In order for the Customer to conclude the Tariff Contract, the Customer must first successfully complete his subscription on the Nespresso website <https://www.nespresso.com/sk/en> (unless he is already a registered member of the Nespresso club) and thus open a Nespresso account. By concluding the Tariff Contract, the Customer agrees to pay the monthly fee charged for the selected Tariff type (the "**Monthly Fee**") for at least 12 or 24 months (depending on the Tariff type) starting the signing date of the Tariff Contract as well as to pay the one-off preferential purchase price of the Nespresso coffee machine, which is 1 EUR. Detailed information about individual Tariffs, including specific Nespresso coffee machine models, to which the Tariff applies, is provided in the table at the beginning of these GBTCs.

Payments

1.4. The preferential purchase price of the Nespresso coffee machine shall be added to the first Monthly Fee payment.

1.5. The first Monthly Fee and the preferential price of the Nespresso coffee machine shall become due upon the valid conclusion of the Tariff Contract.

1.6. The Monthly Fee shall be paid in the form of recurring payments, i.e. payments shall be made on a regular basis with the payment card entered by the Customer upon his subscription on the Nespresso website or via the payment terminal at the Nespresso Boutique. The following Monthly

Fees shall always be paid in the same way, in the amount according to the Tariff with the coffee machine selected by the Customer and on the same calendar day the first Monthly Fee was paid.

1.7. The ownership right to the Nespresso coffee machine shall pass onto the Customer upon the moment the Customer or a third party authorized by the Customer receives the coffee machine.

1.8. The Customer understands that the entered payment card must be issued in the Slovak Republic so that the payments under Article 1.7 of these GBTCs could be properly made.

Term

1.9. The minimum term of the Tariff is 12 or 24 months from the conclusion of the Coffee Machine Tariff Contract (the "**Basic Term**"). Once the Basic Term has expired, the Tariff shall be automatically extended for another 12 or 24 months (the "**Extended Term**"), unless the Customer withdrew from the Tariff in compliance with Article 1.26 of these GBTCs or the Tariff was terminated in another way as specified in these GBTCs.

1.10. The Customer may have only one Coffee Machine Tariff Contract during the Basic Term. The number of Coffee Machine Tariff Contracts during the Extended Term is not limited.

Tariff

1.11. Once the Customer pays the Monthly Fee, he will receive Nespresso credits in his Nespresso account in a ratio of 1:1 to the paid amount of the Monthly Fee. The Customer can then use his Nespresso credits to pay for his Nespresso capsules or other Nespresso products/accessories ("**Nespresso Products**") only.

1.12. Nespresso credits shall be added to the Customer's Nespresso account on the very next workday following the payment of the Monthly Fee at the latest.

1.13. Nespresso credits can be used to pay for an order placed in the Nespresso e-shop, through the Nespresso mobile application, by calling the toll-free customer service number and/or in all Nespresso Boutiques in the Slovak Republic. Orders paid for entirely or partly with Nespresso Credits shall be delivered to the Customer in the Slovak Republic only.

Nespresso credits validity

1.14. Nespresso credits are valid as long as the Coffee Machine Tariff Contract remains in effect and force and for 12 months after the termination of the Coffee Machine Tariff Contract.

1.15. In the case the Customer withdraws from the Tariff in compliance with Article 1.21 et seq. of these GBTCs, such withdrawal shall not prejudice the validity of already obtained Nespresso credits that the Customer shall be able to use within the aforesaid time-limit, unless these GBTCs state otherwise.

Withdrawal from the Coffee Machine Tariff Contract

1.16. The Customer-Consumer may withdraw from the Coffee Machine Tariff Contract without cause within 14 days of the day following the day the Customer-Consumer and/or a third party authorized by the Customer-Consumer received the purchased Nespresso coffee machine. The Customer-Consumer must inform the Company about his intent to withdraw from the Tariff by calling the customer service at 0800 22 11 12, through the contact form available at <https://www.nespresso.com/sk/en/kontaktni-formular> or at any Nespresso Boutique. The Company shall confirm the receipt of the Customer-Consumer's withdrawal from the Coffee Machine Tariff Contract without undue delay.

1.17. The Customer-Consumer, who withdraws from the Coffee Machine Tariff Contract, must return the Nespresso coffee machine received from the Company without undue delay; however, no later than 14 days after the withdrawal from the Coffee Machine Tariff Contract. The Customer-Consumer should return the Nespresso coffee machine together with complete documentation, undamaged, clean, in original packaging (if possible) and in the condition and value in which he received the Nespresso coffee machine. It is recommended to bring the Nespresso coffee machine to one of Nespresso Boutiques or to request its free pickup paid for by the Company by calling the toll-free number 0800 22 11 12 or through the contact form available at <https://www.nespresso.com/sk/en/kontaktni-formular>. The 14-day time-limit shall be considered observed if the Customer sends the Nespresso coffee machine back before this time-limit expires.

1.18. In the case that the Customer-Consumer withdraws from the Coffee Machine Tariff Contract, the Company shall refund to the Customer the preferential price of the Nespresso coffee machine and any unused Nespresso credits, including the cost of delivery of the Nespresso coffee machine (except for any additional cost of delivery selected by the Customer-Consumer, which is not the cheapest method of delivery offered by the Company), that the Company received from the Customer based on the Coffee Machine Tariff Contract without undue delay; however, no later than 14 days after the withdrawal from the Coffee Machine Tariff Contract. The Company is not required to refund the received funds before the Customer-Consumer handed the Nespresso coffee machine over to the Company or provided proof that the Nespresso coffee machine was sent to the Company, provided that the Customer did not bring the Nespresso coffee machine to one of the Nespresso Boutiques or did not use a free pickup based on Article 1.16 of these GBTCs.

In the case that the Customer-Consumer withdraws from the Coffee Machine Tariff Contract, he shall bear the cost of sending back the Nespresso coffee machine, provided that the Nespresso coffee machine cannot be sent by regular post due to its nature.

1.19. The Customer-Consumer shall only answer to the Company for a reduced value of the Nespresso coffee machine caused by handling the Nespresso coffee machine in a way inappropriate to its nature and properties. The Nespresso coffee machine may not be used more than necessary for the Customer-Consumer to learn about its nature, properties and functioning.

Order cancellation

1.20. In the case that the Customer cancels an order placed on the basis of the Coffee Machine Tariff Contract, i.e. an order of Nespresso products paid for with Nespresso credits, the Customer shall be refunded to the Nespresso account the price of the order paid for with Nespresso credits. In the case that the Customer paid the price of the order with funds and Nespresso credits, the paid price shall be returned to the Customer the same way.

Defect claims

1.21. Claims concerning liability for defects are governed by the Nespresso General Sales Terms and Conditions applicable to the given Customer.

Withdrawal from the Coffee Machine Tariff Contract

1.22. The Customer may withdraw from the Coffee Machine Tariff Contract without cause under the conditions specified in Articles 1.22, 1.26 and 1.31 of these GBTCs. The Customer must submit his written withdrawal notice through the contact form available at <https://www.nespresso.com/sk/en/kontaktni-formular> and/or bring it in person to one of our Boutiques. Such withdrawal shall terminate the future obligations of the Customer and the Company, i.e. the withdrawal shall not prejudice any already provided considerations, including the passing of the ownership right to the Nespresso coffee machine onto the Customer. Unless specified otherwise below in these GBTCs, the Coffee Machine Tariff Contract shall be terminated on the 10th day following the day the withdrawal notice was delivered to the Company.

1.23. **Withdrawal during the Basic Term:** In the case that the Customer decides to withdraw from the Coffee Machine Tariff Contract during the Basic Term, he shall no longer be entitled the discounted price of the coffee machine. The Customer must pay the Company the difference between the discounted price and the regular sale price of the Nespresso coffee machine charged in Nespresso stores in the CR and specified in the table at the beginning of these GBTC effective at the time the Tariff contract was concluded (the “**Price Difference**”). In such a case, the Customer's Coffee Machine Tariff Contract shall expire on the day the Price Difference is paid.

1.24. The Price Difference under Article 1.22 of these GBTCs shall be paid to the Company by debiting the Customer's payment card provided to the Company for the purposes of recurring payments under Article 1.6 of these GBTCs.

1.25. In the case that it is not possible to pay the Price Difference under Article 1.22 of these GBTCs with the Customer's payment card due to reasons on the part of the Customer, e.g. due to insufficient funds, the Company shall ask the Customer in writing to pay the Price Difference within 10 days of receipt of the written request. The written request shall be sent to the Customer's e-mail address provided upon his subscription as specified in Article 1.3 of these GBTCs. In such a case, the Customer must pay the Price Difference to the Company's bank account specified in the request sent to the Customer based on Article 1.23 of these GBTCs.

The Company may also inform the Customer about his obligation to pay the Price Difference by e-mail sent to his e-mail address provided upon his subscription as specified in Article 1.3 of these GBTCs.

1.26. The Customer understands that the Company may sue the Customer for the due Price Difference in the case that the Customer does not cooperate.

1.27. **Withdrawal during the Extended Term:** The Customer may withdraw from the Coffee Machine Tariff Contract at any time during the Extended Term:

a) At least one month before the expiry of the Basic Term of the Coffee Machine Tariff Contract; in such a case, the Coffee Machine Tariff Contract shall be terminated on the day the Basic Term expires;

b) Any time during the Extended Term of the Coffee Machine Tariff Contract, in such a case, the Coffee Machine Tariff Contract shall be terminated on the day following the day of receipt of the withdrawal notice by the Company.

Failed payments

1.28. In the case that the Monthly Fee or the Price Difference is not paid due to reasons on the part of the Customer, e.g. the Customer's payment card expired or the Customer does not have sufficient funds to make the payment, the Company shall ask the Customer in writing to pay the due Monthly Fee/Price Difference within a reasonable time-limit specified in the payment reminder. The Company may block the Customer's Nespresso credits on his Nespresso account until the due amount, i.e. the Monthly Fee(s) and/or the Price Difference is paid in full. In the case that the Customer does not pay the due amount within the specified time-limit, the Company may withdraw from the Coffee Machine Tariff Contract. The Company's withdrawal shall come into force on the day following the day the written withdrawal notice was delivered to the Customer. In the case that the Company withdraws from the Coffee Machine Tariff Contract during the Basic Term, the Customer shall no longer be entitled to the discounted price of the Nespresso coffee machine and shall be obliged to pay the Company the entire due amount, i.e. the due Monthly Fee(s) and the Price Difference.

The Company has the right to first use the Customer's remaining blocked Nespresso credits to cover the Customer's debt.

The Customer understands that the Company may sue the Customer for the due amount, including the Price Difference, in the case that the Customer does not have sufficient funds on his Nespresso account or the Customer does not cooperate.

For the purposes of Article 1.27 of these GBTCs, written form means e-mails sent to the Customer's e-mail address provided by the Customer upon his subscription under Article 1.3. of these GBTCs.

Final provisions

1.29. Payment of the Monthly Fee is not considered to be payment for specific taxable supply and does not automatically result in the Company's obligation to declare VAT. The Company is not required to declare and pay VAT until the Tariff is used and Nespresso Products are delivered. The procedure under Article 1.28 does not apply to a Nespresso coffee machine purchased as a discounted price.

1.30. These GBTCs, including their annexes and parts, are of indefinite duration and shall come into force on 10th of October 2024.

1.31. The Tariff applies to the Slovak Republic only.

1.32. The Company may change, expand and cancel the individual provisions of these GBTCs. The Company shall always post these changes, including the current version of these GBTCs, on its website <https://www.nespresso.com/sk/en/podmienky-uzivania>. The Customer may refuse any major change in these GBTCs and withdraw from the Coffee Machine Tariff Contract in compliance with Article 1.21 et seq. of these GBTCs. No change in these GBTCs shall prejudice orders placed before such a change was posted.

1.33. In the case that the Company repeatedly withdraws funds from the Customer's payment card to pay the same Monthly Fee due to technical problems, such repeated withdrawals shall not establish the Customer's right to withdraw from the Coffee Machine Tariff Contract. The Company must refund such withdrawn funds to the Customer.

1.34. The Customer declares that the data filled in his subscription form under Article 1.3. of these GBTCs are his own data and understands that any fraud on his part may result in a lawsuit or any other proceedings.

PART II

General Business Terms and Conditions of the Service "Nespresso Coffee Tariff"

1.1. These General Business Terms and Conditions of the service "Nespresso Coffee Tariff with coffee (the "**GBTCs**") govern the Customer's relationship with the Nestlé Slovensko s.r.o., with its registered office at Košovská cesta 11, Prievidza 971 27, Slovak Republic, IN: 31 568 211, listed in the Commercial Register kept by the Municipal Court in Trenčín, Section Sro, File 3614/R (the "**Company**"), which provides the Customers with the service "Nespresso Coffee Tariff ; (the "**Extra Credit Tariff**"). These GBTCs represent a supplement to the General Sales Terms and Conditions for Consumers available at <https://www.nespresso.com/pro/sk/en/podmienky-uzivania> as well as the General Sales Terms and Conditions for Entrepreneurs available at <https://www.nespresso.com/pro/sk/en/podmienky-uzivania>. Relationships not regulated by these GBTCs are governed by the Nespresso General Sales Terms and Conditions based on the specific Customer.

1.2. Once the Customer consented to these GBTCs, he concludes an Coffee Tariff Contract under the conditions specified below. The Coffee Machine Tariff Contract can be concluded by Customers – consumers who are at least 18 years old (the "**Customer-Consumer**"). The Coffee Tariff Contract can also be concluded by natural persons – entrepreneurs – and legal entities (the "**Customer-Entrepreneur**", the Customer-Consumer and the Customer-Entrepreneur collectively as the "**Customer**"). Each Customer can conclude, in his own name and on his own account, one Extra Credit Tariff Contract. The Extra Credit Tariff Contract cannot be concluded by employees of Nestlé Slovensko, s.r.o.

How to get the Coffee Tariff?

1.3. In order for the Customer to conclude the Coffee Subscription Agreement, it is necessary for the Customer to successfully complete the registration on to the Nespresso website <https://www.nespresso.com/sk/sk/>, thereby creating a Nespresso account, or to a registered member of the Nespresso Club. By entering into a Coffee Subscription Agreement, the Customer agrees to be pay a regular monthly fee according to the selected Coffee Subscription type ("Monthly Fee"). Overview individual types The tariff for coffee is listed in art. 1.8. of these GTC.

Payments

1.4. The first payment of the Monthly Fee becomes due upon the valid conclusion of the Coffee Subscription Agreement.

1.5. The monthly fee will be paid in the form of recurring payments (so-called Recurring Payments), i.e. j. payments will be made on the basis of repeated payment by payment card entered by the Customer during registration on the Nespresso website or via the payment terminal at the Nespresso boutique. The following monthly fees will always be paid in the same form and in the amount according to the Coffee Subscription chosen by the Customer, while they will always be due on the same day the calendar day when the first payment of the Monthly Fee took place. Proof of provision of Nespresso coffee filling the subscription (invoice) will be issued by the Company to the Customer after payment of the monthly fee within 15 days of receipt of payment or by the end of the month in which the payment was received. The customer hereby agrees to send the proof of provision filling Nespresso coffee subscription via e-mail. The email will be sent to the Customer's email address stated during registration according to Art. 1.3. of these GTC.

1.6. The customer acknowledges that for the purpose of the correct functioning of payments according to Art. 1.5. of these GTC is necessary to the entered payment card was issued in the Slovak Republic, valid for the entire period of payment of the Monthly Fees.

Duration

1.7. The Coffee Subscription Agreement is concluded for an indefinite period.

Coffee Subscription

1.8. When concluding the Coffee Subscription Agreement, the Customer chooses one of the four according to his preferences offered alternatives:

- A. Coffee subscription with a monthly fee of EUR 20 and a 6% discount on the purchase of coffee
- B. Coffee subscription with a monthly fee of EUR 30 and a 8% discount on the purchase of coffee
- C. Coffee subscription with a monthly fee of EUR 40 and a 10% discount on the purchase of coffee
- D. Coffee subscription with a monthly fee of EUR 60 and a 12% discount on the purchase of coffee

1.9. Every month, following the payment of the Monthly Fee, the Customer will receive Nespresso on his Nespresso account credits in a ratio of 1:1 to the paid amount of the Monthly Fee.

Furthermore, the Customer receives after paying the Monthly Fee fee is entitled to a Discount for the purchase of coffee corresponding to the selected Monthly Fee ("", Discount for the purchase of coffee"), t. j. after payment of the Monthly Fee, Nespresso credits in the amount will be credited to the Customer's Nespresso account of the selected Monthly fee + the discount for the purchase of coffee is activated.

Nespresso credits

1.10. The Customer will then be able to use the Nespresso credits without distinction to pay for the Nespresso capsules selected by him, or other products/accessories of the Nespresso brand ("Nespresso products").

1.11. Nespresso credits will be credited to the Customer's Nespresso account no later than the next business day following the day receiving payment for the Monthly Fee.

1.12. Nespresso credits (including the corresponding discount for the purchase of coffee can be used without distinction to pay for the order in Nespresso e-shop, in the Nespresso mobile app, via the free customer line and/or in all Nespresso Boutiques in the territory of the Slovak Republic.

1.13. The customer acknowledges that when purchasing Nespresso products for Nespresso, credits are always preferably from Nespresso the oldest available Nespresso credits are used for the Customer's account.

1.14. The customer further acknowledges that the use of Nespresso credits obtained as part of the Coffee Subscription is intended exclusively for the purchase of Nespresso products for the internal use of the Customer and Nespresso products purchased for Nespresso Credits obtained as part of the Coffee Subscription are not intended for the resale of Nespresso products to third parties.

Coffee discount

1.15. The discount for the purchase of coffee referred to in Art. 1.8. these GTC apply exclusively to the purchase of Nespresso capsules (Original Line /Vertuo Line) in a quantity of no less than 50 Nespresso capsules (Original/Vertuo Line).

1.16. The discount for the purchase of coffee referred to in Art. 1.8. of these GTC is subject to a monthly limit of 500 Nespresso Original coffee capsules Line or Vertuo Line (last 30 days).

1.17. The discount for the purchase of coffee referred to in Art. 1.8. these GTC will be activated for the Customer no later than the next business day following the day of receipt of payment for the Monthly Fee.

1.18. The customer further acknowledges that the use of the Discount for the purchase of coffee within the Coffee Subscription is intended exclusively for for the purchase of Nespresso capsules

(Original Line/Vertuo Line) for the internal use of the Customer and Nespresso capsules (Original Line/Vertuo Line) purchased with the Coffee Discount within the Coffee Subscription are not intended for resale to third parties.

Automatic allocation of Ambassador membership

1.19. After 6 months from the conclusion of the Coffee Subscription Agreement, the Customer is entitled to a benefit in the form of automatic allocation of the Ambassador membership level within the Nespresso & You program. More information on the status Ambassador are available here: <https://www.nespresso.com/sk/sk/podmienky-uzivania>.

1.20. Benefit The automatic allocation of Ambassador membership is subject to the fulfillment of the condition of 6 consecutive months of the paid monthly fee.

1.21. As part of the automatic allocation of Ambassador membership, the Customer is entitled to all the benefits of this level membership flowing.

Validity of Nespresso credits

1.22. Nespresso credits are valid for the entire period of validity and effectiveness of the Coffee Subscription agreement and further 12 months from termination of the Coffee Subscription contract. In the event that the Coffee Subscription contract is renewed by credit in these 12 months, Nespresso credits are earned under an earlier Coffee Subscription contract (or earned in as part of another service provided by the Company) again valid for the entire period of validity of the renewed Subscription Agreement for coffee and then 12 months after its end.

1.23. In the event that the Coffee Subscription contract is terminated by the Customer or the Company in accordance with Art. 1.22. and so on of these GTC, the termination does not affect the validity of already received Nespresso credits, which the Customer will be able to be used up within the period specified above, unless otherwise specified in these General Terms and Conditions.

1.24. The company is entitled to terminate the Coffee Subscription contract in writing in the event of a breach of these GTC by the Customer. The termination will be primarily sent by the Company to the Customer via e-mail to the e-mail address provided by the Customer during registration according to Art. 1.3. of these GTC. The Coffee Subscription Agreement is in in such case, terminated on the day following the expiry of the notice period.

Unsuccessful payments

1.25. In the event that it is not possible to make the payment of the Monthly Fee due to reasons on the part of the Customer, for example from due to the expiration of the Customer's payment card or the insufficient amount of funds for making a payment, the Company will ask the Customer in writing to owe the amount of the unpaid Monthly Fee paid the payments within the reasonable period set by the notice ("Unmade payment"). The customer is obliged. The unpaid payment to the Company shall be paid within the period thus determined. In writing, for the purposes of this art. 1.25. means sending an e-mail message to the e-mail address specified by the Customer during registration according to Art. 1.3. of these GTC.

1.26. In the event that, for reasons on the part of the Customer, there are two consecutive Unmade payments (i.e. Monthly the Customer does not pay the fee for two consecutive months), the Company is entitled to block all Nespresso credits to the Customer's Nespresso account, until the Customer has made all Unmade payments in paid in full, unless the Customer and the Company agree otherwise.

1.27. The customer acknowledges that the unpaid payment can also be recovered by the Company through the courts.

Final Provisions

1.28. The payment of the Monthly Fee is considered a payment for a specific taxable service and therefore acceptance of the payment the Company is automatically obliged to declare VAT. The obligation to declare and remit VAT at the moment when it is Coffee subscription used and Nespresso products are delivered, the Company is no longer created.

1.29. These General Terms and Conditions, including their appendices and parts, are valid for an indefinite period and take effect from 1.11.2024.

1.30. The customer acknowledges that Nespresso credits cannot be exchanged for cash.

1.31. The coffee subscription is valid only for the territory of the Slovak Republic.

1.32. The company is entitled to change, supplement and cancel individual provisions of these GTC. The company will always publish information about these changes, including the current version of the GTC on the website <https://www.nespresso.com/sk/sk/podmienky-uzivania> In the event of a substantial change to the General Terms and Conditions, the Customer is entitled reject such a change and terminate the Coffee Subscription Agreement in accordance with the provisions of Art. 1.22. and so on these GTC. Changes to the GTC will not affect orders made before they are published.

1.33. The Company reserves the right to terminate the Coffee Subscription service altogether at any time, even without giving a reason. Customers will be informed of the termination of the Coffee Subscription service via an e-mail sent to the e-mail address the address given by the Customer during registration according to Art. 1.3. of these GTC. Validity of Nespresso credits according to Art. 1.15. these GTC, or the Customer's right to use up Nespresso credits shall apply accordingly.

1.34. In the event that, as a result of a technical oversight on the part of the Company, repeated tear-downs are carried out of funds from the Customer's payment card for the same Monthly fee, does not establish such repeated withdrawal of the Customer's right to withdraw from the Coffee Subscription contract. The company is obliged thus obtained return funds to the Customer.

1.35. The customer acknowledges that the Bonus does not serve to set off any receivables and debts incurred between Customers and the Company. This provision does not affect the Company's right to set off according to of the general terms and conditions of the Nespresso coffee subscription with a coffee machine, if the Customer is included in it logged in.

1.36. The provisions of these General Terms and Conditions do not affect the rights and obligations of the Customer/Company resulting from the general ones of the business conditions of the Nespresso coffee subscription with a coffee machine, if the Customer participates in it.

1.37. The customer declares that the personal data filled in during registration according to Art. 1.3. of these GTC are correct, complete and true and is aware that in the event of fraud, legal and other proceedings may be taken against him.