SALES CONTRACT TERMS & CONDITIONS

Agreement between

Nespresso UK Ltd
1 City Place
Gatwick
RH6 0PA

And
Company

Mentioned hereafter as Nespresso Professional

Customer Number:

The "**PCS – Professional Coffee Service**" is a service guarantee for 12 months. **Nespresso** Professional warrants the professional coffee machine(s) (the "Product") against defects in materials and workmanship during the validity of this agreement. At the end of this period, **Nespresso** Professional automatically renew this contract for a further 12 months. Renewal fees are shown in table below:

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
£ PCS Price (Ex Vat) per annum	£95	£200	£575	£300	£550	£1000	£1250	£150	£500	£790	£1250	£1500	£1500

Nespresso Professional recommend that you take advantage of our "**PCS – Professional Coffee Service**", which is tailored for each machine and ensures continuity and service from the first day that you join. The customer has the option to cancel the renewal in writing. If this service is cancelled at any time **Nespresso** Professional reserves the right to refuse reinstatement. PCS warranty only covers the Product(s) purchased and /or placed within this contract, under these terms, and is not transferable without prior and written agreement from **Nespresso Professional**.

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 (£75.00 ex VAT).

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 £75.00 (ex VAT).

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†
Filter Change	1 Week
Installations / Relocation	2 Weeks
Other	***Please see below

Please see below table for the maximum of individual machine entitlements covered by this warranty.

	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	6	-	18	-	6	-	18	-	18	-	-	-
Water Filters	12	-	24	-	12	-	12	-	12	-	-	-
Planned Maintenances	-	-	2	2	2	2	2	2	2	2	2	2

**Response times will vary and depend on fault or call type and geographical location/concentration. For remote and/or offshore locations 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.
† Within the following business hours: Monday – Friday (8:30am – 5:30pm)

If the customer is not subscribed to the **Nespresso** Professional PCS warranty cover, then they will incur the following flat fees for service visits to their Nespresso machine(s):

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	-	-	£250	**-**	**£314**	**-**	**£355**	**£225**	**-**	**£373**	£555	£600	£600
Relocation	-	-	£250	-	£422	-	£455	£295	£210	£481	£555	£600	£600
Planned Maintenance	-	£125	£130	£250	£305	£800	£800	-	£450	£541	£480	£780	£780
*Reactive Call	£125	£125	£130	£125	£125	£135	£135	£125	£125	£125	£215	£225	£225
Filter Change	-	£125	£130	-	£153	-	£153	-	-	£153	£215	£225	£225
Uninstall	-	-	£90	-	£90	£90	£90	£90	£90	£90	£90	£90	£90
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

*** 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 is requested, attends site and finds that the origin of the fault is not covered by the terms of this warranty (E.g. No fault found, incorrect use and/or lack of care) you will be charged the flat fee above (*Reactive Call). Should the cost of repairs exceed the flat fee above and is not covered by the terms in this warranty, **Nespresso** Professional will advise the customer and the cost shall be charged to the customer.

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 £75 excl VAT will be charged for each visit/update. The alternative is to install the machine in an area where the machine can connect

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 general service. In the case of such events the minimum charge would be £75.00 (ex VAT).

For possible disputes of this agreement, Nespresso UK Ltd must be contacted. Pricing for PCS renewal is subject to change at any time without any notice.

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 £800 excl VAT and does not include the filter change which costs £153 excl VAT. For Subscription 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 of any Nespresso Machine 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.

Data Sharing – Only applicable for a Nespresso *Momento machine*
*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.*

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.*

The Waste Electrical and Electronic Equipment Regulations 2013
The Customer expressly agrees to be solely responsible for financing the cost of collecting, treating, recovering and the environmentally sound disposal of the machine, as permitted under Regulation 12(2) of The Waste Electrical and Electronic Regulations 2013.

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.

I have read and agree to the terms and conditions listed above:

Customer name (Print) …… Signature …….. Date: ……

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, 1 City Place Gatwick RH6 0PA
• Online: 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 seven days of receipt (retaining all relevant invoices and signed delivery notes).
4.2 Nespresso shall in such circumstances provide you with identical replacement goods or a full refund where requested.

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.

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 customer 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
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, 1 City Place, Gatwick, RH6 0PA.

11. APPLICABLE LAWAND FORUM
11.1 The present General Conditions of Sales are governed by English Law.
11.2 The English courts have exclusive jurisdiction