

## 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 Nespresso Division of Nestlé Česko s.r.o., with its registered office at Mezi Vodami 2035/31, Prague 4 – Modřany, zip code: 143 20, IN: 457 99 504, listed in the Commercial Register kept by the Municipal Court in Prague, Section C, File 10481 (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 for coffee 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

<b>Nespresso Coffee Tariff with Coffee Machine</b>	<b>Discounted price</b>	<b>Regular sale price</b>	<b>Monthly fee</b>	<b>Term duration</b>	<b>Price difference</b>
<b>Essenza Mini</b>	1 Kč	3 190 Kč	700 Kč	at least 12 months	3 189 Kč
<b>Essenza Mini</b>	1 Kč	3 190 Kč	400 Kč	at least 24 months	3 189 Kč
<b>Essenza Mini + Aeroccino 3</b>	1 Kč	5 510 Kč	800 Kč	at least 12 months	5 509 Kč
<b>Pixie</b>	1 Kč	4 590 Kč	800 Kč	at least 12 months	4 589 Kč
<b>Pixie</b>	1 Kč	4 590 Kč	450 Kč	at least 24 months	4 589 Kč
<b>Citiz</b>	1 Kč	4 790 up	800 Kč	at least 12 months	4 789 up
<b>Citiz</b>	1 Kč	4 790 up	450 Kč	at least 24 months	4 789 up
<b>Citiz Platinum</b>	1 Kč	5 490 up	800 Kč	at least 12 months	5 489 up
<b>Citiz &amp; Milk</b>	1 Kč	6 690 Kč	1 190 Kč	at least 12 months	6 689 Kč
<b>Citiz &amp; Milk Platinum</b>	1 Kč	7 290 Kč	1 190 Kč	at least 12 months	7 289 Kč
<b>Lattissima One</b>	1 Kč	7 490 Kč	1 190 Kč	at least 12 months	7 489 Kč
<b>Gran Lattissima</b>	1 Kč	10 490 Kč	1 190 Kč	at least 24 months	10 489 Kč
<b>Creatista Plus</b>	1 Kč	17 290 Kč	1 590 Kč	at least 24 months	17 289 Kč
<b>Creatista Pro</b>	1 Kč	20 990 Kč	1 790 Kč	at least 24 months	20 989 Kč

<b>Vertuo Pop</b>	1 Kč	3 190 Kč	700 Kč	at least 12 months	3 189 Kč
<b>Vertuo Pop</b>	1 Kč	3 190 Kč	400 Kč	at least 24 months	3 189 Kč
<b>Vertuo Pop+</b>	1 Kč	3 790 Kč	750 Kč	at least 12 months	3 789 Kč
<b>Vertuo Pop+</b>	1 Kč	3 790 Kč	450 Kč	at least 24 months	3 789 Kč
<b>Vertuo Next</b>	1 Kč	4 290 Kč	800 Kč	at least 24 months	4 289 Kč
<b>Vertuo Next Premium</b>	1 Kč	5 290 Kč	800 Kč	at least 12 months	5 289 Kč
<b>Vertuo Next Deluxe</b>	1 Kč	5 890 Kč	800 Kč	at least 12 months	5 889 Kč
<b>Vertuo Plus Deluxe</b>	1 Kč	5 890 Kč	800 Kč	at least 12 months	5 889 Kč
<b>Vertuo Lattissima</b>	1 Kč	9 990 Kč	1 290 Kč	at least 12 months	9 989 Kč
<b>Vertuo Creatista</b>	1 Kč	16 990 Kč	1 600 Kč	at least 24 months	16 989 Kč

**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 “**GBTs**”) govern the Customer's contractual relationship with the Nespresso Division of Nestlé Česko s.r.o., with its registered office at Mezi Vodami 2035/31, Prague 4 – Modřany, zip code: 143 20, IN: 457 99 504, listed in the Commercial Register kept by the Municipal Court in Prague, Section C, File 10481 (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 GBTs represent a supplement to the General Sales Terms and Conditions for Consumers available at <https://www.nespresso.com/cz/en/podminky-uziti> as well as to the General Sales Terms and

Conditions for Entrepreneurs available at <https://www.nespresso.com/pro/cz/en/podminky-uziti>. 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 Czech Republic (the "**Customer-Consumer**"). The Coffee Machine Tariff Contract can also be concluded by natural persons and legal entities – entrepreneurs – based in the Czech 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 Česko, 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/cz/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 CZK. 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 Czech 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 shall receive one credit per 1 CZK of the paid Monthly Fee to his Nespresso account. 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 in CZK (1 CZK = 1 credit) 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 Czech Republic. Orders paid for entirely or partly with Nespresso Credits shall be delivered to the Customer in the Czech 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 800 26 33 33, through the contact form available at <https://www.nespresso.com/cz/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 800 26 33 33 or through the contact form available at <https://www.nespresso.com/cz/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/cz/en/kontakt-ni-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 Czech 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/cz/en/podminky-uziti>. 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 for coffee"

1.1. These General Business Terms and Conditions of the service "Nespresso Coffee Tariff for coffee" (the "**GBTCs**") govern the Customer's relationship with the Nespresso Division of Nestlé Česko s.r.o., with its registered office at Mezi Vodami 2035/31, Prague 4 – Modřany, zip code: 143 20, IN: 457 99 504, listed in the Commercial Register kept by the Municipal Court in Prague, Section C, File 10481 (the "**Company**"), which provides the Customers with the service "Nespresso Coffee Tariff on coffee" (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/cz/en/podminky-uziti> as well as the General Sales Terms and Conditions for Entrepreneurs available at <https://www.nespresso.com/pro/cz/en/podminky-uziti>. 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 Extra Credit 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 Extra Credit 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 Česko, s.r.o.

### **How to get the Extra Credit Tariff?**

1.3. In order for the Customer to conclude the Extra Credit Tariff Contract, the Customer must first successfully complete his subscription on the Nespresso website <https://www.nespresso.com/cz/en> (unless he is already a registered member of the Nespresso club) and thus open a Nespresso account. By signing up for the Extra Credit Tariff, the Customer agrees to pay the monthly fee charged for the selected type of the Extra Credit Tariff (the "**Monthly Fee**"). A list of individual types of Extra Credit Tariff is provided in Article 1.8 of these GBTCs.

### **Payments**

1.4. The first Monthly Fee shall become due upon the valid conclusion of the Extra Credit Tariff Contract.

1.5. 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. The following Monthly Fees shall always be paid in the same way, in the amount according to the Extra Credit Tariff selected by the Customer and on the same calendar day the first Monthly Fee was paid.

1.6. The Customer understands that the entered payment card must be issued in the Czech Republic so that the payments under Article 1.5 of these GBTCs could be properly made.

### **Term**

1.7. The Extra Credit Tariff Contract is concluded for an indefinite time period.

### **Extra Credit Tariff**

1.8. When signing up for the Extra Credit Tariff, the Customer shall select one of the following options:

- A. Extra Credit Tariff with a Monthly Fee of 500 CZK;
- B. Extra Credit Tariff with a Monthly Fee of 650 CZK;
- C. Extra Credit Tariff with a Monthly Fee of 750 CZK;
- D. Extra Credit Tariff with a Monthly Fee of 1 090 CZK.
- E. Extra Credit Tariff with a Monthly Fee of 1 690 CZK.

The size of the credit bonus shall then depend on the selected option (see Article 1.9 of these GBTCs).

1.9. Once the Customer has paid the Monthly Fee, he shall receive one credit per 1 CZK of the Monthly Fee to his Nespresso account as well as a Nespresso credit bonus of 10% of the selected Monthly Fee (the “**Bonus**”), i.e. once the Customer has paid the Monthly Fee, Nespresso credits based on the selected Monthly Fee + the Bonus shall be credited to the Customer’s Nespresso account.

1.10. The Customer can then use his Nespresso credits (including the Bonus) to pay for his Nespresso capsules or other Nespresso products/accessories (“**Nespresso Products**”).

1.11. Nespresso credits (including the Bonus) shall be added to the Customer's Nespresso account on the very next workday following the payment of the Monthly Fee at the latest.

1.12. Nespresso credits (including the Bonus) can be used to pay for an order in CZK (1 CZK = 1 credit) 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 Czech Republic. Orders paid for entirely or partly with Nespresso Credits shall be delivered to the Customer in the Czech Republic only.

1.13. The Customer understands that the oldest Nespresso credits available in his Nespresso account are always used first to pay for his purchased Nespresso Products.

1.14. The Customer also understands that the use of Nespresso credits obtained under the Extra Credit Tariff is intended exclusively for the purchase of Nespresso Products for personal use by the Customer and that Nespresso Products purchased with Nespresso credits obtained under the Extra Credit Tariff are not intended for resale of Nespresso products to third parties.

### **Nespresso credits validity**

1.15. All Nespresso credits are valid as long as the Extra Credit Tariff Contract remains in effect and force and for 12 months after the termination of the Extra Credit Tariff Contract. In the case that the Extra Credit Tariff Contract is extended during these 12 months, the Nespresso credits obtained based on the previous Extra Credit Tariff Contract (or obtained based on another service provided by the Company) shall remain valid during the entire term of the extended Extra Credit Tariff Contract and for 12 months after its termination.

1.16. In the case the Customer or the Company withdraws from the Extra Credit Tariff Contract in compliance with Article 1.22. 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 Extra Credit Tariff Contract**

1.17. The Customer-Consumer may withdraw from the Extra Credit Tariff Contract without cause within 14 days of the day following the day the Customer-Consumer concluded the Extra Credit Tariff Contract. The Customer-Consumer must inform the Company about his intent to withdraw from the Extra Credit Tariff Contract by calling the customer service 800 26 33 33 or through the contact form available at <https://www.nespresso.com/cz/en/kontakt-ni-formular>. The Company shall confirm the receipt of the Customer-Consumer's withdrawal from the Extra Credit Tariff Contract without undue delay.

1.18. In the case that the Customer-Consumer withdraws from the Extra Credit Tariff Contract under Article 1.17 of these GBTCs, the Company shall refund the Customer the funds corresponding to the unused Nespresso credits the same way the Company received the Monthly Fee payment without undue delay; however, no later than 14 days after the withdrawal from the Extra Credit Tariff Contract.

1.19. The Customer understands that Nespresso credits obtained in the form of the Bonus are not refundable, i.e. shall not be refunded to the Customer, in the case that the Customer withdraws from the Extra Credit Tariff Contract based on Article 1.17 of these GBTCs. The Bonus shall expire by withdrawal from the Extra Credit Tariff Contract based on Article 1.17 of these GBTCs.

### **Order cancellation**

1.20. In the case that the Customer cancels his order of Nespresso Products paid for with Nespresso credits, the Company shall refund the price of the order paid for with Nespresso credits to the Customer's Nespresso account. In the case that the Customer paid for his order with his own funds as well as with Nespresso credits, the Company shall refund the price of the order to the Customer the same way.

### **Defect claims**

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

### **Withdrawal from the Extra Credit Tariff Contract**

1.22. The Customer may withdraw from the Extra Credit Tariff Contract without cause at any time after the first month of the Extra Credit Tariff Contract and the first Monthly Fee payment under the conditions specified in Article 1.23. of these GBTCs.

1.23. The Customer must withdraw from the Extra Credit Tariff Contract in the section "Coffee Tariff" of his Nespresso account by clicking on "Cancel Coffee Tariff." Such withdrawal shall terminate the future obligations of the Customer and the Company, i.e. the withdrawal shall not prejudice any already provided considerations. The withdrawal shall come into force on the day the withdrawal notice is delivered to the Company. After the withdrawal is submitted, the Company shall send the Customer an automatically generated e-mail confirming the receipt of his

withdrawal. The e-mail shall be sent to the Customer's e-mail address provided upon his subscription based on Article 1.3. of these GBTCs.

1.24. The Company may withdraw from the Extra Credit Tariff Contract in writing in the case that the Customer violates these GBTCs. The Company shall inform the Customer about such withdrawal mainly by e-mail sent to the Customer's e-mail address provided upon his subscription based on Article 1.3. of these GBTCs. In such a case, the Extra Credit Tariff Contract shall be terminated the day following the day the withdrawal notice was delivered to the Customer.

### **Failed payments**

1.25. In the case that the Monthly Fee 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 within a reasonable time-limit specified in the payment reminder (the "Failed Payment"). The Customer must pay the due amount to the Company with such time-limit.

1.26. In the case of the Customer's two consecutive Failed Payments (i.e. the Customer does not pay the Monthly Fee for two consecutive months), the Company may block all Nespresso credits on the Customer's Nespresso account until the Customer covers all Failed Payments, unless the Customer and the Company agree otherwise.

1.27. The Customer understands that the Company may sue the Customer for the Failed Payment.

### **Final provisions**

1.28. Payment of the Monthly Fee is 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 Extra Credit Tariff is used and Nespresso Products are delivered.

1.29. These GBTCs, including their annexes and parts, are of indefinite duration and shall come into force on 3rd of January 2024.

1.30. The Customer understands that Nespresso credits cannot be exchanged for cash.

1.31. The Extra Credit Tariff is valid for the Czech 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 updated GBTCs, on its website <https://www.nespresso.com/cz/en/podminky-uziti>. The Customer may refuse to accept any major change in these GBTCs and withdraw from the Extra Credit Tariff Contract in compliance with Article 1.22 et seq. of these GBTCs. No change in these GBTCs shall prejudice orders placed before such a change was posted.

1.33. The Company reserves the right to terminate the Extra Credit Tariff service without cause at any time. The Customer shall be informed about the termination of the Extra Credit Tariff service by e-mail sent to the Customer's e-mail address provided by the Customer upon his subscription

based on Article 1.3. of these GBTCs. The validity of Nespresso credits based on Article 1.15. of these GBTCs, i.e. the Customer's right to use Nespresso credits, shall apply similarly.

1.34. 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 Extra Credit Tariff Contract. The Company must refund such withdrawn funds to the Customer.

1.35. The Customer understands that the Bonus cannot be used to cover any claims and debts incurred between the Customer and the Company. This provision does not prejudice the Company's right to offset claims and debts due from the Customer in compliance with the General Business Terms and Conditions of the Service "Nespresso Coffee Tariff with Coffee Machine," provided that the Customer subscribed for it.

1.36. The provisions of these GBTCs do not prejudice the Customer's/the Company's rights and obligations arising from the General Business Terms and Conditions of the Service "Nespresso Coffee Tariff with Coffee Machine," provided that the Customer subscribed for it.

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