



## **Nespresso Australia**

### **Conditions of Sales**

#### 1. DEFINITIONS

In these terms:

Goods means any goods provided by **Nespresso** to you. **Nespresso** means Nestlé Australia Ltd ABN 77 000 011 316 trading as **Nespresso** Australia and its officers, employees and agents. Services means any services provided by **Nespresso** to you. You means the person (s) purchasing Goods and Services from Nestlé which these conditions accompany.

#### 2. APPLICABILITY OF TERMS AND CONDITIONS OF SALE

2.1 Each order placed with **Nespresso** by means of the internet shall be governed by these Terms and 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, these Terms and Conditions of Sale.

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

2.3 **Nespresso** reserves the right, at any time, to modify these Terms and 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.

#### 3. REGISTRATION

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

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

#### 4. PASSWORD

4.1 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.

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

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

#### 5. **Nespresso** CLUB MEMBERSHIP

5.1 When **Nespresso** accepts your first order for Goods, you automatically become a member of **Nespresso** Club. Membership is non-transferable. Your membership number will appear on your first invoice. Your membership entitles you to the provision of Services. It is your responsibility to ensure that your contact details with **Nespresso** Club remain up to date.

#### 6. ORDERS

6.1 You may place orders for Goods and Services (a) by completing a purchase order form and sending or faxing it to **Nespresso**; (b) by telephone; (c) online on the Australian pages of the website [www.Nespresso.com](http://www.Nespresso.com); or (d) in person at a **Nespresso** store.

6.2 When ordering **Nespresso** capsules, each order must be in multiples of 5 sleeves (10 capsules in each sleeve) and may be in any combination of sleeves or blends.

6.3 All orders are subject to availability of stock and min/max quantities as **Nespresso** decides from time to time.

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

6.5 **Nespresso** reserves the right to refuse orders whether whole or in part in its absolute discretion.

## 7. RETURNS

7.1 You must verify your order of Goods upon delivery and you must notify **Nespresso** within seven days of receipt of any incorrect order. If required by **Nespresso**, such Goods forming part of the incorrect order must be promptly returned by you to **Nespresso**.

7.2 **Nespresso** will only accept returns of unused Goods in their original condition and packaging, accompanied by the invoice.

7.3 When returns are properly completed, **Nespresso** will reimburse the price of the returned Goods and the invoiced delivery charges within 30 days of receipt of the returned Goods.

7.4 You cannot refuse to accept Goods merely because they are not delivered by any given date or dates.

## 8. DELIVERY AND RECEIPT

8.1 **Nespresso** will endeavour to provide Goods and Services in a timely manner to the address specified in your order, however **Nespresso** will not be liable for (a) any failure to deliver or delay in delivery for any reason; (b) any damage or loss due to unloading or packaging; or (c) damage to property caused upon entering premises to deliver the Goods or provide the Services. Any costs incurred by **Nespresso** due to any failure by you to accept the Goods at time of delivery must be reimbursed by you to **Nespresso**.

8.2 Invoices for Goods may include a flat rate charge for freight and delivery for packages weighing up to 3kg and, for packages over 3kg, an additional freight and delivery charge as specified by **Nespresso**.

8.3 If you wish to have Goods or Services provided by means other than **Nespresso's** usual means, you will need to make all necessary arrangements and pay all costs involved.

8.4 Twilight Delivery is only available to customers within specified postcodes in the Sydney Metropolitan Area.

8.5 Twilight Delivery is only available if the order is placed prior to 1pm, Monday to Friday.

8.6 Twilight Delivery orders placed after 1pm will be delivered in the evening, the following business day.

8.7 The Twilight Delivery service is contracted to a third party supplier (WantItNow Couriers) and the courier will contact customers directly to confirm delivery and provide delivery tracking.

## 9. PAYMENT AND INTEREST

9.1 **Nespresso** may change the price of Goods and Services from time to time without notice to you.

9.2 You must pay the price of Goods and Services current at the time of payment or the time of dispatch of the Goods or provision of the Services, whichever is the earlier.

9.3 Invoices are payable on or before receipt of Goods or provision of Services. Time is of the essence in relation to all payments of money to **Nespresso** under this agreement.

9.4 You must pay **Nespresso** any GST payable for the provision of the Goods and Services.

9.5 **Nespresso** reserves the right to charge interest on overdue payments at 2% above the interest rate for overdrafts of \$100,000 or more charged by the Commonwealth Bank of Australia, compounded daily from the due date to the date of payment.

9.6 You are responsible for all duties, taxes and clearance charges that may be levied on the Goods.

## 10. TITLE AND RISK

10.1 Title in Goods passes to you on payment in full for them.

10.2 Risk in Goods passes to you on delivery of the Goods to you, unless you arrange for delivery under clause 8.3 in which case risk passes when the Goods leave **Nespresso's** premises.

## 11. EXCLUSIONS AND LIMITATIONS

11.1 To the extent permitted by law, **Nespresso** will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit.

## 12. INDEMNITY

12.1 You indemnify and must keep **Nespresso** indemnified against all reasonable damages, losses, costs and expenses suffered by Nestlé arising out of any breach by you of this agreement or arising out of your use, possession or sale of the Goods, or the use, possession or sale of the Goods by someone with your authority or permission to the extent not caused or contributed by **Nespresso**.

## 13. GENERAL

13.1 These terms and any invoice referencing these conditions govern your membership of **Nespresso** Club and the provision of Goods and Services and constitute the whole of the agreement between us and supersede any previous dealings, prior representations, statements and agreements in relation to their subject matter.

13.2 These terms may be varied by **Nespresso** at any time by notice to you or by means of a notice on the Australian pages of the website [www.Nespresso.com](http://www.Nespresso.com).

13.3 Clerical errors are subject to correction without notice.

13.4 Nestlé may sub-contract or otherwise arrange for another person to perform any part of this agreement or to discharge any of Nestlé's obligations under this agreement.

13.5 Nestlé waives a right under these terms only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

13.6 You must pay Nestlé all reasonable costs and expenses incurred by Nestlé in connection with these terms including legal expenses (on a solicitor-client basis), and costs incurred in the recovery of monies owing by you to Nestlé or in otherwise enforcing Nestlé's rights against you under the Contract.

13.7 Neither party is liable for any delay or failure to perform its obligations under this agreement (except an obligation to pay money) if such delay or failure is due to any cause outside their reasonable control. If delay or failure to perform its obligations pursuant to this clause occurs, the performance of that party's obligations are suspended. If such a suspension exceeds 30 days, either party may immediately terminate the agreement by notice in writing to the other party.

13.8 These terms are governed by and must be construed in accordance with the laws of New South Wales.

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**Nespresso** Australia