

# SALES AGREEMENT

NESPRESSO BUSINESS SOLUTIONS – TEL : 1.855.325.5783 – nbsca@nespresso.com  
2060 DE LA MONTAGNE, SUITE 304, MONTREAL, QC, H3G 1Z7



BILLING ADDRESS		SHIPPING ADDRESS		■ Same as billing
Company :		Company :		
Accounts payable contact :		Contact :		
Address :		Address :		
City/Province/Postal Code :		City/Province/Postal Code :		
Phone :		Phone :		
E-mail :		E-mail :		
<input type="checkbox"/> By checking this box, you agree to receive promotional and informative communication messages from Nespresso Canada, a division of Nestlé Canada Inc. regarding our products and related information. You can withdraw your consent at any time.				
ADDITIONAL CUSTOMER INFORMATION				
<input type="checkbox"/> Existing # <input type="checkbox"/> New		Code CAE :		SIC code :
Type: <input type="checkbox"/> Office <input type="checkbox"/> HORECA <input type="checkbox"/> Customer Care <input type="checkbox"/> Other		HORECA Segmentation :		
MODE DE PAIEMENT				
<input type="checkbox"/> Credit Card		<input type="checkbox"/> Invoice		Purchase Order # :

## HOTEL ROOM SOLUTIONS

### ORIGINAL LINE

Machines		Price	Qty	Total
C40-US-RE-NE	Inissia Rouge	149,00		
C40-US-WH-NE	Inissia Blanc	149,00		
D40-US-BK-NE	Inissia Noir	149,00		
281/AL	Pixie Aluminium	249,00		
280/T	Pixie Titanium	249,00		
280/SS	Pixie Lignes Acier	249,00		
Accessories		Price	Qty	Total
3192-US	Aeroccino +	99,00		
5405	Hotel Capsule Box/Classic Capsules	29,99		
5209	Hotel In-Room Box/pro Capsules	29,99		
Coffee		Price	Qty	Total
7623.1	Orig-Kazaar	0,73		
7624.1	Orig-Dharkan	0,73		
7615.1	Orig-Ristretto	0,70		
7431.1	Orig-Arpeggio	0,70		
7439.1	Orig-Roma	0,70		
7834.1	Orig-Foritissio Lungo	0,72		
7810.1	Orig-Vivalto Lungo	0,72		
7622.1	Orig-Linizio Lungo	0,72		
7510.1	Orig-Indriya From India	0,75		
7515.1	Orig-Rosabaya De Colombia	0,75		
7530.1	Orig-Dulsao Do Brasil	0,75		
7443.1	Orig-Livanto	0,70		
7413.1	Orig-Capriccio	0,70		
7435.1	Orig-Volluto	0,70		
7434.1	Orig-Cosi	0,70		
7644.1	Orig-Arpeggio Decaffeinato	0,72		
7646.1	Orig-Vivalto Lungo Decaffeinato	0,72		
7645.1	Orig-Volluto Decaffeinato	0,72		
7449.1	Orig-Decaffeinato Intenso	0,72		

### VERTUOLINE

Machines		Price	Qty	Total
GCA1-US-BK-NE	Vertuoline Noir	249,99		
GCA1-US-CH-NE	Vertuoline Chrome	249,99		
GCA1-US-SI-NE	Vertuoline Argent	249,99		
GCA1-US-TI-NE	Vertuoline Titanium	249,99		
GCA1-US-WH-NE	Vertuoline Blanc	249,99		
Coffee		Price	Qty	Total
7300.10	Ver-Melozio	1,10		
7301.10	Ver-Hazelino	1,10		
7302.10	Ver-Vanzio	1,10		
7303.10	Ver-Elvazio	1,10		
7304.10	Ver-Odacio	1,10		
7305.10	Ver-Stormio	1,10		
7306.10	Ver-Decaffeinato	1,10		
7307.10	Ver-Half Caffeinato	1,10		
7308.10	Ver-Diavolitto	0,85		
7309.10	Ver-Altissio	0,85		
7310.10	Ver-Voltesso	0,85		
7311.10	Ver-Decaffeinato Intenso	0,85		
7317.10	Ver-Caramelizio	1,10		

## BUSINESS SOLUTIONS

Machines		Price	Quantity	Total \$
CS22X	Nespresso Gemini double-head Machine, with frother	3 099,00		
CS200	Nespresso Gemini double-head Machine	2 899,00		
ZN100	Zenius Machine	499,00		
Aguila 420	Aguila 420 Machine	16 999,00		
Aguila 220	Aguila 220 Machine	11 999,00		
CS20	Pro milk frother	229,00		
30030-US	Automatic capsule dispenser - WITHOUT payment solution	1 799,00		
30031-US	Automatic capsule dispenser - WITH payment solution	2 299,00		
Base Cabinet	Automatic capsule dispenser - Base cabinet	1 399,00		
30038	Automatic capsule dispenser - 150 Key Rings for payment system	799,00		
30039	Automatic capsule dispenser - 150 Key cards for payment system	649,00		
30056-G2	Automatic capsule dispenser - Payment system desktop loading station	588,00		
Accessories		Price	Quantity	Total \$
5070/55	55 Paper cups 1.0 dl (4 oz)	3,39		
5071/55	55 Paper cups 1.75 dl (6 oz)	3,79		
5072/50	50 Paper cups 2.5 dl (9 oz)	4,29		
5310/12	Professional Espresso cup (12)	30,00		
5311/12	Professional Lungo cup (12)	33,00		
5312/12	Professional Cappuccino cup (12)	40,00		
5313/12	Professional small saucer (12)	23,00		
5314/12	Professional large saucer (12)	27,00		
5215/12	Professional Espresso spoon (12)	24,00		
5216/12	Professional Recipe spoon (12)	31,00		
5217/12	Professional Recipe glass (12)	57,00		
5083/50	Take away cup 4 oz	1,84		
5084/50	Take away cup 7 oz	5,40		
5085/25	Take away cup 9 oz	3,20		
5086/50	Take away cup 12 oz	7,68		
5087/50	Take away lid 4 oz	1,05		
5088/50	Take away lid 7 oz	2,13		
5089/50	Take away lid 9 oz	2,13		
5090/50	Take away lid 12 oz	2,60		
3097	Paper Napkins 12 x 12 cm (70 pcs)	3,95		
5073/100	Stirrers (100 pces)	3,95		
5091/100	Aguila 420/220 stirrers (100 pces)	6,40		
5105	Cappuccinatore Kit (100 straw + nozzle)	65,00		
5023	Cappuccinatore device CS20	23,95		
DKB2C2/ZN	Descaling Kit Zenius (2 Pack)	4,95		
DKB2C2/CS220	Descaling Kit CS 22X (6 packs)	13,95		
5034	Descaling Liquid 5L - 169 Oz	30,58		
ZN3/NSF	Zenius Direct Water Connection kit	99,00		
H301200	Booster 208v-240v	189,00		
H301332	Transformer 120v-240v	341,00		
94582	RSP Filter	39,00		
94577	RSP Head	29,00		
Coffee		Price	Quantity	Total \$
8524.82	Nespro-Espresso Forte	0,63		
8533.82	Nespro-Lungo Forte	0,63		
8541.82	Nespro-Lungo Leggero	0,63		
8551.82	Nespro-Espresso Leggero	0,63		
8568.82	Nespro-Lungo Decaffeinato	0,63		
8580.82	Nespro-Espresso Decaffeinato	0,63		
8854.82	Nespro-Ristretto	0,63		
8864.82	Nespro-Ristretto Intenso	0,63		
8862.82	Nespro-Ristretto Origin India	0,68		
8865.82	Nespro-Espresso Origin Brazil	0,68		
8866.82	Nespro-Lungo Origin Guatemala	0,68		

## TASTING ITEMS

60091	Hot chocolate Cailler "Le Chocolat"	7,95		
5004	Ceylon Kenilworth Noir, 50 tea bags	28,00		
5005	Earl Grey Fleurs Bleues, 50 tea bags	28,00		
3185	The Nespresso Milk Chocolate 2 x 200 gr*	24,00		
3186	The Nespresso Dark Chocolate 2 x 200 gr*	24,00		
3128	Sucre x 100 (White Sugar)	7,50		
3128/BULK	Sugar, bulk x 500 (White Sugar)	17,50		
3129	Sucre Roux x 60 (Brown Sugar)	8,50		
3129/BULK	Brown Sugar BULK x 280 (Brown Sugar)	17,50		
5206	Side - Pro Capsule Dispenser	99,00		
5003	Showcase B2B	54,95		
5208	Tasting Kit 2012	49,95		
3181/C	Capsule dispenser transparent cube	31,00		

\* Upon availability

## MISCELLANEOUS

	Price	Quantity	Total \$

## COMMENTS

## ORDER SUMMARY

Categories	# of items	Subtotal
OriginalLine		
VertuoLine		
Business Solutions		
Tasting items		
Miscellaneous		
	<b>Delivery fees</b>	
	<b>Taxes</b>	
	<b>TOTAL</b>	

**1. Applicability of General Conditions of Sale**

- 1.1 Each order placed with *NESPRESSO* Business Solutions (« *Nespresso* ») shall be governed by the present General Conditions of Sale, subject to particular conditions applicable to orders placed via the Internet or in a *Nespresso* Boutique.
- 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 orders:
  - By telephone: 1.855.325.5783
  - By post: NESPRESSO Business Solutions  
2060 rue de la Montagne, Suite 304  
Montréal, Qc, H3G 1Z7
  - By Internet: www.nespresso.com/pro
  - At one of our *Nespresso* Boutiques
- 2.2 The minimum order quantity for coffee is 500 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* does its utmost to ensure deliveries Canada within two business days after receipt of an order. For information on delivery time outside Canada, please contact *Nespresso*.
- 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 in 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 damage or missing items on arrival, to notify and file claim with the carrier and inform *Nespresso* within 7 days of receipt (retaining all relevant invoice 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 goods that do not suit you without having to give any reason within 14 days after receipt of the relevant goods.
- 5.2 *Nespresso* will only accept such returns for goods in perfect condition, in their original packaging, and accompanied by the applicable invoice. Subject to the above, *Nespresso* will reimburse you the price paid for the returned merchandise and the invoiced delivery charges within a maximum of 30 days after receipt of the returned goods. The return postage will be at your charge.

**6. Prices and Invoicing**

- 6.1 The prices invoiced for the goods you order are those in effect for the country of delivery on the date you place your order, plus sales taxes and delivery charges.
- 6.2 The fee for delivery charges is the one in effect for Canada on the date you place your order. It is included separately on the invoice and is applicable for deliveries of up to 500 capsules maximum per delivery. For deliveries of coffee exceeding 500 capsules or outside Canada, different charges and terms of delivery shall apply. You are the importer and responsible for any customs duties, taxes and charges in effect in the country of delivery when outside of Canada.
- 6.3 *Nespresso* offers no rebates or reductions for wholesale or trade orders / quantities.

**7. Payment**

- 7.1 Payment is due in full by credit card (American Express, MasterCard, Visa) before ordered goods are dispatched.
- 7.2 In exceptional cases where credit may be approved and unless agreed otherwise, invoices are due and payable in 30 days of issue.
- 7.3 In the event of late payment, you will be charged interest on the outstanding balance as well as any administrative and collection costs.

**8. Machine Guarantee and After-Sales Service**

- 8.1 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.
- 8.2 For any question concerning the operation, maintenance and after-sales service of your *Nespresso* machine, please contact *Nespresso* by telephone or e-mail for advice and assistance.

**9. Data Protection**

- 9.1 *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.com/pro
- 9.2 As per applicable law, you have the right to access and rectify personal data concerning you by writing to *Nespresso* at the below-noted address.

**10. Applicable Law**

- 10.1 The present General Conditions of Sale are governed by the law of the Province of Ontario.  
NESPRESSO Canada, Division of Nestlé Canada  
2060 rue de la Montagne, Suite 304  
Montréal, Qc, H3G 1Z7  
www.nespresso.com/pro

**11. Confidentiality and data protection**

- 11.1 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 nonfinancial 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 Operating Contract or thereafter. 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. *Nespresso* Agulla Machines may also include the capacity to record use and malfunctions and to report results by remote telemetry or other means. The Customer will facilitate such monitoring and provide communications connections as required. *Nespresso* will maintain confidential and maintain all reasonable efforts to protect all data provided or collected as a result of this Agreement. All such data may be stored and/or processed worldwide by *Nespresso*, or its authorised service providers who have made similar guarantees as to privacy and security. The Customer agrees expressly to the fact that *Nespresso* can activate the M2M (Machine to Machine) technology equipping the machine in order to improve the after sales process by automatically communicating machine troubleshooting / diagnostics to the Customer Relationship Centre (depending on country requirements and specificities).

I understand agreement terms of this contract. I have read the terms and conditions and agree.

Signature (client)	Signature ( <i>Nespresso</i> )
Name	Name
Date	Date

**SIC Code  
(For Office Use)**

<b>Agriculture, Hunting &amp; Forestry</b>	1
<b>Fishing</b>	2
<b>Mining &amp; Quarrying</b>	3
<b>Manufacturing</b>	
Food & Beverage	5
Textiles & Clothing	6
Chemicals	7
Construction & Building Materials	8
Machinery & Components	9
Electrical Products	10
Vehicles & Transport	11
Publishing, Printing & Reproduction of Recorded Material	12
Other Manufacturing	13
<b>Electricity, Gas &amp; Water Supply</b>	14
<b>Construction</b>	15
<b>Wholesale</b>	16

<b>Retail</b>	
Food & Beverage	18
Textiles & Clothing	19
Medical & Pharmaceutical	20
Household Goods	21
Clocks, Watches & Jewelry	22
e-Business & Mail-Order	23
Motor vehicles & related products	24
Other Retail	25
<b>Hotels &amp; Restaurants</b>	
Hotels & Other Accommodation Providers	27
Restaurants	28
Bars	29
Catering & Receptions	30
<b>Transport, Storage &amp; Communication</b>	
Transport - Land	32
Transport - Water	33
Transport - Air	34
Travel Agencies & Tour Operators	35
Storage & Warehousing	36

Post & Courier Activities	37
Telecommunications	38
<b>Financial Intermediation</b>	
Banks & Financial Organisations	40
Insurance & Pension Funding	41
<b>Real Estate, Renting &amp; Business Activities</b>	
Real Estate, Renting, Leasing & related activities	43
Information Technology & related activities	44
Research & Development	45
Legal	46
Accounting, Tax & related activities	47
Market Research	48
Management & Consultancy	49
Architectural, Engineering & related activities	50
Advertising	51
Labour recruitment & provision	52
Other Business Activities	53
<b>Public Administration</b>	54

<b>Health &amp; Social Work</b>	
Hospital Activities	57
Medical Practice Activities	58
Dental Practice Activities	59
Veterinary Activities	60
Social Work Activities	61
Other Health Activities	62
<b>Community &amp; Personal Services</b>	
Sport & Recreation	64
Radio & Television Activities	65
Hairdressing & Beauty Activities	66
Physical Wellbeing & Spa Activities	67
Other Community & Personal Service Activities	68
<b>Education</b>	55
<b>Domestic Services (e.g. Private Households with Employed Persons)</b>	69
<b>Extra-Territorial Activities (e.g. Embassies)</b>	70
<b>Pending Codification</b>	71