

LAVAZZA "MY WAY"

SUBSCRIPTION TERMS AND CONDITION

INTRODUCTION

These terms and conditions (the "**Subscription Terms**") apply when a Customer sets up a Lavazza "My Way" subscription to buy Lavazza A Modo Mio products online. Lavazza "My Way" is an easy and convenient way to arrange repeat orders for A Modo Mio capsules (each an "**Order**") and have them delivered at regular intervals selected by you online.

Before you can set up a Lavazza "My Way" subscription, you must first set up an account with us by following the instructions on our website: <https://store.lavazza.co.uk/> (the "**Website**"). Details of your Lavazza "My Way" subscription will be accessible on your My Lavazza page on our Website. These Subscription Terms should be read in conjunction with our Terms of Sale, our Website Terms of Use, our Cookie Policy and our Privacy Policy, all of which will apply as appropriate to you when you use our Website and purchase Lavazza products. They can be viewed on our Website.

All sales of Lavazza products will be subject to Lavazza's Terms of Sale which are incorporated by reference into each Order. If there is an inconsistency, these Subscription Terms will prevail.

CUSTOMER CARE SERVICES

If you need any information or assistance or wish to make a complaint, please contact our Customer Care Service on:

Telephone: **0800 599 9200**
E-mail: **info@lavazzamodomio.co.uk.**

1. THE LAVAZZA "MY WAY" SUBSCRIPTION

1.1 When you set up a Lavazza "My Way" subscription, a contract will be formed between:

- Lavazza Coffee (UK) Ltd ("Lavazza" or "we"), a company registered in England and Wales, (registered number 02447761) whose registered office is at 9 New Square, Lincolns Inn, London, WC2A 3QN and whose offices are at 5th Floor, Charter Building, Vine Street, Uxbridge UB9 1JG. Registered VAT number is GB 125460239
- The "Customer" or "you": any individual who purchase products by the Website as a consumer. These Subscription Terms do not apply to B2B transactions.

1.2 Lavazza reserves the right not to accept your application and no contract will arise between you and Lavazza until Lavazza has sent you an email confirming the details of your subscription.

1.3 By setting up a Lavazza "My Way" subscription, you accept these Subscription Terms and agree to accept delivery of and pay for each Order of Lavazza products in the quantities and at the frequency selected by you. You also agree that Lavazza will automatically take payment for each Order and any cancellation charges from your account or credit or debit card using the payment method selected by you.

2. THE TYPES OF LAVAZZA "MY WAY" SUBSCRIPTION

2.1 You can choose one of the following two subscription options:

- **A) LAVAZZA "My Way" Capsules Subscription:** Select the number of packs of capsules you want to buy in each Order (minimum 12 packs per Order) and how often you want a delivery from the options on our Website. You can vary these details on your My Lavazza page – see section 4 below.
- **B) LAVAZZA "My Way" Coffee Machine and Capsules Subscription:** Select a Lavazza espresso machine (the "**Selected Machine**"), the number of packs of capsules you want to buy in each Order (minimum 10 packs per Order) and how often you want to receive a delivery from the options on our Website. Select your option and on payment of an Initial Contribution related to the Selected Machine as detailed below, we will send you your Selected Machine with your first Order (for which we will add the relevant cost as detailed below to the amount of your first order) and you agree to place the minimum number of subsequent Orders specified below.

2.2 **Cancellation Charges:** If you have a Lavazza "My Way" Coffee Machine and Capsules Subscription and you terminate an Order or your Subscription before the minimum number of Orders has been delivered, you must pay a cancellation charge calculated as follows:

$$\frac{P \times U}{M}$$

Where P is the retail price of the Selected Machine displayed on our Website at the date of your first Order
M is the minimum number of Orders set out in the table below
U is the number of Orders that have not been delivered

Selected Machine	Min. no. of Orders	Min. Capsule Boxes per Order	Cancellation charge applies if cancellation before	Initial Contribution
Tiny	6	10	6 th delivery	£1
Jolie	7	10	7th delivery	£
Idola or Jolie & Milk	8	10	8th delivery	£1
Desea	9	10	9th delivery	£1
SMEG	9	10	9th delivery	£
Voicy	9	10	9th delivery	£50

You can vary the frequency of Orders and deliveries at any time on your My Lavazza page – see section 4 below –but you cannot reduce the minimum number of Orders.

- 2.3 The details of your subscription, including a description of the Lavazza products you have ordered, the frequency of delivery, the prices and any other additional costs will be displayed on your My Lavazza page and will be confirmed to you by email. Lavazza is required to deliver the products you have ordered in accordance with the applicable Order.
- 2.4 Lavazza may change the number of capsules contained in a pack from time to time. In such event we will promptly contact you by email to inform you of this variation and will modify your subscription accordingly.
- 2.5 The Order frequency selected by you, the date of your next Order and the times within which delivery can be expected will be displayed on your My Lavazza page. When the delivery has been arranged, we will notify you by email of the delivery date. We cannot guarantee to deliver on any particular date. In the event that a delivery cannot be made at the expected time, Lavazza will inform you by email.
- 2.6 Lavazza shall have no liability whether in contract, tort (including negligence) or otherwise:
- (a) for any delay or failure to complete an application and enter into contractual relations with you; or
 - (b) for any delay in delivery or non-delivery of any Lavazza product where the cause of the delay was outside our control provided that we contact you as soon as possible to let you know and take steps to minimise the effect of the delay.

4. CHANGING YOUR ORDERS

- 4.1 Whichever option you choose, you can change your selection of capsules, the quantities to be delivered (subject to minimum order requirements), the frequency of the deliveries and the date of an individual order on your My Lavazza page. Any change you make will be

implemented as soon as practicable. If a delivery of an Order has already been arranged at the time you make any change, it may not be possible to cancel or amend it and your change will be implemented in the next following Order. If you have a **LAVAZZA "My Way" Coffee Machine and Capsules** Subscription, any variation will not affect your obligation to place the minimum number of Orders agreed.

- 4.2 If any Lavazza product which you have ordered becomes unavailable, Lavazza will notify you as soon as possible. You may select other products on your My Lavazza page. If you do not do so, Lavazza reserves the right to substitute that product with another of equivalent or better quality.

5. PRODUCTS AND PRICES

- 5.1 Details of all Lavazza products that may be purchased through Lavazza "My Way" are displayed on our Website. Lavazza only sells products manufactured by it or on its behalf under its own trademarks.

- 5.2 All prices are inclusive of VAT and shipping and are subject to variation as set out in clause 5 of the Terms of Sale.

- 5.3 The price of each product included in your first delivery will be specified on the Website at the time you set up a Lavazza "My Way" subscription and will be confirmed to you by email under clause 2.3. Prices for subsequent deliveries of products will be those applicable on the date of our email to you confirming delivery and will be displayed on your My Lavazza page.

- 5.3 We will adjust our prices to reflect any change in the rate of VAT.

6. PAYMENT

- 6.1 We accept payment by Visa, Mastercard, Maestro, American Express and PayPal. You must provide details of a payment method when you set up a Lavazza "My Way" subscription. Further details about payments are set out in clause 12 of our Terms of Sale.

7. SHIPMENT AND DELIVERY

- 7.1 Products will be shipped by DPD or Royal Mail to the delivery address specified on your My Lavazza page at the frequency selected by you. If the courier cannot make a delivery of the products it will leave a notice with a phone number to be contacted in order to arrange a new delivery date.

- 7.2 Further information about delivery can be found in clause 7 of our Terms of Sale.

8. AFTERCARE SERVICE FOR PRODUCTS

- 8.1 If a product is defective in any way or if you have any questions or complaints about the products, please contact the Customer Care helpdesk whose details appear above.
- 8.2 A summary of your legal rights is set out in clause 11.2 of the Terms of Sale.

9. CANCELLATION

- 9.1 Your Lavazza "My Way" Subscription will continue until you decide to cancel it.
- 9.2 You can cancel your Lavazza "My Way" Subscription or an Order at any time as follows:
 - (a) You can cancel your Lavazza "My Way" Subscription without liability for any reason within 14 days of the date of our email to you confirming your subscription and your first Order sent under clause 2.3 by notifying us in accordance with clause 9.3.
 - (b) You can cancel your Lavazza "My Way" Subscription at any time after delivery of the first Order by notifying us in accordance with clause 9.3. You will be charged for any Order for which delivery has been arranged at the time we receive your notice.
 - (c) You can cancel any subsequent Order within 14 days of delivery thereof for any reason by notifying us in accordance with clause 9.3. If you have a Lavazza Coffee Machine and Capsules Subscription and you have not received and paid for the minimum number of deliveries, the effect of cancelling an Order will be to cancel the Subscription and paragraph (d) will apply.
 - (d) If you have a Lavazza Coffee Machine and Capsules Subscription and you terminate it after delivery of your first Order but before you have received and paid for the minimum number of deliveries you selected, you must pay (and Lavazza will be entitled to charge your credit or debit card or debit your Paypal account) the cancellation charge calculated in accordance with clause 2.1.
- 9.3 To cancel your Lavazza "My Way" Subscription or an Order, please inform us by doing one of the following:
 - (a) Call customer services on 0800 599 9200 or email us at info@lavazzamodomio.co.uk . Please provide your name, home address, subscription number details of the Order and your phone number and email address; or
 - (b) Use the cancellation procedure on your My Lavazza page; or
 - (c) Send us a completed Cancellation Form. A copy of the Cancellation Form is set out at the end of these Subscription Terms.

- 9.4 If you cancel your Subscription under clause 9.2(a) or an Order under clause 9.2(b), you must (in the case of your first Order only) return the Selected Machine in good condition and (in the case of all Orders) all unopened packs of capsules to us by post within 14 days at your own expense to Lavazza Coffee (UK) Limited, PO Box 716, High Wycombe, HP11 1XT and we will reimburse the price paid for such products to you.
- 9.5 Lavazza may terminate your Lavazza "My Way" Subscription if you are in breach of any of these Subscription Terms or our Terms of Sale including, without limitation, if:
- (a) You do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
 - (b) You do not, within a reasonable time of our written request, provide us with information that is necessary for us to provide the products, for example, delivery details;
 - (c) You do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10. PRIVACY AND WEBSITE POLICIES

- 10.1 Details of your Lavazza "My Way" subscription and your personal data will be retained and used by Lavazza in accordance with our Privacy Policy.
- 10.2 Please read our Website Terms of Use and our Cookie Policy for further information about using our Website.
- 10.3 Please visit the relevant sections of our Website in order to keep up to date with any modifications of the above-mentioned documents.

13. APPLICABLE LAW

- 13.1 These Subscription Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or your Lavazza "My Way" Subscription shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Subscription Terms your Lavazza "My Way" Subscription. The European Commission also provides an online dispute resolution system which you can access through this link: <http://ec.europa.eu/consumers/odr/>.

CANCELLATION FORM

To: Lavazza Coffee (UK) Limited
5th Floor, Charter Building
Vine Street
Uxbridge
UB8 1JG

Email: info@lavazza-coffee.co.uk

I hereby give notice that I cancel the following Order for the purchase of Lavazza products:

Date of Order:

Order number:

Products ordered:

Name of customer:

Address of customer:

Customer signature: _____ Date: _____

[Note: Customer to complete the form and send it by post or email to the addresses shown above]