

## INTRODUCTION

These terms and conditions (the **Terms**) apply when a new Customer sets up a Lavazza business customer subscription for the first time via the Lavazza Australia Business Solutions website [www.lavazzabusinesssolutions.com.au](http://www.lavazzabusinesssolutions.com.au) (**Website**) (the **Lavazza Subscription**). A Lavazza Subscription is not available to existing Lavazza customers.

A Lavazza Subscription is a service whereby Lavazza Australia provides a customer with a coffee machine selected by the Customer (**Machine**) in exchange for the Customer purchasing coffee beans and capsules to use in that machine. When setting up a Lavazza Subscription, the Customer is required to place a recurring order for coffee beans and capsules (each an **Order**) which will be delivered at the specified internal. Customers will own the Machine at the end of the Lavazza Subscription term.

Before you can set up a Lavazza Subscription, you must first set up an account with us by following the instructions on our Website.

These Subscription Terms should be read in conjunction with 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.

By setting up a Lavazza 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 from your account or credit or debit card using the payment method selected by you.

These Subscription Terms will remain in effect until the subscription is cancelled or terminated under these Terms. 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 between these Subscription Terms and Lavazza's Terms of Sale, these Subscription Terms will prevail.

### 1. Term

This agreement commences on the date of this agreement and continues for the term specified when taking out a Lavazza Subscription. On expiry of the initial Term, this agreement will automatically continue until terminated by either party on not less than 1 months' notice in writing.

### 2. Termination

- (a) Where reasonably necessary to protect Lavazza's reasonable interests, **Lavazza** may terminate this agreement at any time during the Term by giving at least 3 months' written notice.
- (b) Either party may terminate this agreement immediately if the other party:
  - i. breaches any of the material terms of this agreement and fails to remedy the breach within 14 days from written notification;
  - ii. ceases to be able to pay its debts as they fall due; or
  - iii. ceases to carry on its business.
- (c) On termination of this agreement for any reason, the Customer must promptly arrange for the Machine to be available for collection by Lavazza in accordance with the reasonable instructions of Lavazza.
- (d) The Customer acknowledges that if it wishes to terminate this agreement before the end of the initial Term (not due to any breach by Lavazza), Lavazza is entitled to recover from the Customer the sum of the total of Orders that would have been placed up until the expiry of the

Term. The parties agree this is a reasonable estimate of the damages that would be suffered by Lavazza as a result of such early termination.

### **3. Machines**

- (a) Lavazza will supply the Customer with Machine for use by the Customer at the Customer's nominated location during the Term. Lavazza does not guarantee that a Machine will be new.
- (b) The Customer must inspect the Lavazza Machines on the date it is delivered and notify Lavazza within 2 business days if it rejects the Lavazza Machines, specifying the reason for the rejection.
- (c) The Customer agrees that the Machine is and will remain, the property of Lavazza at all times until ownership of the Machine transfers to the Customer at the expiry of the Lavazza Subscription.
- (d) The Machine is not to be removed from the Location without the prior written consent of Lavazza. All signs, trademarks and logos on the Machine are not to be altered or removed, except by Lavazza. The Customer agrees:
  - i. not to create nor permit any lien, security interest or encumbrance of any nature to attach to the Lavazza Machines, apart from to protect Lavazza's title to and interest in the Lavazza Machines;
  - ii. to permit Lavazza's representative to inspect the Lavazza Machines and the products being dispensed from the Lavazza Machines during business hours on reasonable notice; and
  - iii. to allow Lavazza's representatives to perform any work required or in Lavazza's opinion is advisable with respect to keeping the Lavazza Machine in good working order.
- (e) The Customer must take good care of the Machine and always keep it in good order and condition. The Customer must maintain the Machine according to the user manual and any other instructions provided by Lavazza, and clean and descale the Machine as required.

### **4. Payment**

- (a) We may change the prices published on the Website at any time. You agree to pay the price current at the time of purchase.
- (b) We only accept website orders from wholesale customers within Australia who have an existing account set up with us.
- (c) Wholesale customers may pay via their credit account, Paypal or by providing a credit card at checkout.
- (d) Upon receiving your order, we will carry out a standard pre-authorisation check of your payment method (if applicable) to verify the details submitted and to ensure there are sufficient funds to fulfil the transaction. Purchases will not be dispatched until this pre-authorisation check has been completed. If we are unable to successfully process your nominated payment method, we will notify you of dishonour and cancel your order.
- (e) Where you have saved your card details with us: we will store your card details for use as a payment method for future purchases you make. We will notify you of any changes to how we store your card details.

### **5. Prices**

- (a) All prices are exclusive of GST (where applicable).
- (b) If any supply made under this Agreement is or becomes subject to GST, the party making the supply (Supplier) may, in addition to any consideration payable under this Agreement, recover from the recipient (Recipient) an amount equal to the GST payable on the supply.
- (c) The Supplier must issue a valid tax invoice to the Recipient, and the GST amount will be payable at the same time and in the same manner as the consideration for the supply.
- (d) Where permitted, we reserve the right to limit sales, including the right to prohibit sales to resellers. We reserve the right to contact you at the time you place the order or within a reasonable time thereafter if we have any concern about the quantity of products or services you have purchased. You must not pay, or attempt to pay, for purchases through any fraudulent or unlawful means.

## **6. Delivery**

- (a) We will deliver your goods to the shipping address specified in your order.
- (b) When the 'Authority to leave' option is selected at the check out, your order will be left inside your premises if no one is available to sign for the order. Please note in this case we cannot be held responsible for lost or damaged orders after they have been delivered.

## **7. Title and risk**

Title to the goods purchased from Lavazza online does not pass from Lavazza to you until we have received payment in full for the goods. All risk in the goods passes to you upon delivery to your address.

## **8. Warranty**

Lavazza's warranty in relation to the Machine and coffee products used in the Machine can be found [here](#).

## **9. Exclusion of liability**

To the extent permitted by law, Lavazza will not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any loss or damages whatsoever, including (but not limited to) loss of use, data, or profits, arising out of or in connection with: (1) the use, copying, or display of the contents of the Website; or (2) goods or services supplied by Lavazza under these Terms and Conditions.

## **10. Limitation of liability**

- (a) To the extent permitted by law, Lavazza's liability to you is limited, at Lavazza's option, to:
  - i. in the case of goods, the repair or replacement of the goods or the re-supply of equivalent goods (or paying the cost of any of these); or
  - ii. in the case of any services supplied by Lavazza, to supplying the services again (or paying the cost of having the services supplied again).
  - iii. To the extent permitted by law, in no event will Lavazza, its officers, employees or agents be liable for any consequential or indirect loss or damage, any loss of business or revenue, loss of profit, loss of opportunity, loss of data, loss of goodwill or loss of business reputation arising out of or in connection with the supply of goods or services under these Terms and Conditions.
- (b) This agreement is not intended to exclude, restrict or modify any right which you have at law which may not be excluded, restricted or modified by agreement.

## **11. Privacy**

- (a) Lavazza collects, uses, holds and discloses personal information in accordance with its Privacy Policy.

## **12. Creating an Account**

- (a) You do not need to register a user account to access and browse the Website. However, in order to use some parts of the Website, you may be required to register an account in the manner set out on the Website (each an "Account"). Lavazza reserves the right to refuse or cancel registration of an Account for any reason in its sole discretion. Any decision of Lavazza is final and no correspondence will be entered into.
- (b) All information provided when registering an Account must be current, correct and complete. Incomplete, ineligible or incomprehensible Account registrations will not be valid. You must be

logged in to your Account in the manner required each time you wish to make a purchase via the Website or otherwise where indicated. You may never use another person's Account without their permission.

- (c) You are responsible for maintaining the strict confidentiality of your Account details and for any activity under your Account. You agree to immediately notify Lavazza of any unauthorised use of your Account or any other breach of security. It is your sole responsibility to control access to and use of your Account and to notify Lavazza when you desire to cancel your Account. Lavazza will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.
- (d) The use of any automated software or any other mechanical or electronic means allowing users to create Accounts is prohibited.

### **13. General**

- (a) The whole or any part of any clause of this agreement that is void, illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of this agreement.
- (b) This agreement is governed by the laws of Victoria, Australia and each party submits to the jurisdiction of the Courts of Victoria, Australia.

## **WARRANTY CONDITIONS**

**Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:**

- **to cancel your service contract with us; and**
- **to a refund of the unused portion, or to compensation for its reduced value.**

**You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.**

Lavazza warrants that all coffee machines will be free from defects in materials and workmanship for 12 months from the date of purchase or 40,000 vends (as applicable and whichever occurs first) (**Lavazza Warranty**).

Under the Lavazza Warranty, Lavazza will repair or replace defective components at no charge if the component is found to be defective due to a manufacturing fault.

The Lavazza Warranty does not apply to faults arising from one or more of the following circumstances:

- incorrect set-up, user error or any use outside the manufacturer's instructions (including incorrect cleaning and user maintenance)
- carelessness or negligence
- unauthorised service or repair
- fire, theft, loss, or damage caused by any events outside of the control of Lavazza Australia.
- faults caused by blown fuses/onsite electrical issues/power failures/power surges.

If a fault has been caused by the user, Lavazza will provide you with a quote on the repair or replacement cost before proceeding with the repair or replacement.

If a fault does arise, please contact Lavazza on 1300 307 171 or [au.technical@lavazza.com](mailto:au.technical@lavazza.com). Technical Service will be provided during standard business hours of Monday-Friday, 8:30am-5:00pm. Any requests for attendance outside of these hours will incur additional charges, allowing for any applicable penalty rates payable to Lavazza resources.