

# COOLBREEZE

## NESPRESSO SALES ORDER FORM

### BILLING ADDRESS

CONTACT NAME: \_\_\_\_\_  
 CONTACT EMAIL: \_\_\_\_\_  
 CONTACT PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### SHIPPING ADDRESS

SAME AS BILLING

CONTACT NAME: \_\_\_\_\_  
 CONTACT EMAIL: \_\_\_\_\_  
 CONTACT PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### MACHINE SELECTION

#### QTY MODEL

- |   |   |   |  |  |
|---|---|---|--|--|
| <input type="checkbox"/> VERTUOLINE BLACK<br>SKU GCA1-US-BK-NE    | <input type="checkbox"/> ZENIUS<br>SKU ZN100/NSF1                                 | <input type="checkbox"/> AGUILA 220*<br>SKU AG220/US  | <input type="checkbox"/> GEMINI*<br>SKU CS224/US1          | <input type="checkbox"/> DISPENSER*<br>W/ PAYMT SYSTEM<br>SKU 30031-US |
| <input type="checkbox"/> VERTUOLINE CHROME<br>SKU GCA1-US-CH-NE   | <input type="checkbox"/> CAPPUCCINATORE<br>CS20 MILK FROTHER<br>SKU CS20/120V-NOZ | <input type="checkbox"/> AGUILA 420*<br>SKU AG420/US1 | <input type="checkbox"/> BASE CABINET*<br>SKU BASE CABINET | <input type="checkbox"/> DISPENSER*<br>W/OUT PAYMENT<br>SKU 30030-US   |
| <input type="checkbox"/> EVOLUO TITAN DELUXE<br>SKU GCC1-US-TI-NE |   |   |  |  |

\*SIGNED PRE-INSTALLATION FORM REQUIRED IF SHIPPING TO 3RD PARTY TECHNICIAN.

### COFFEE SELECTION

#### 300 CAPSULES PER CASE

- |  |  |
|--|--|
| <input type="checkbox"/>  RISTRETTO INTENSO<br>SKU 8620.82      | <input type="checkbox"/>  ESPRESSO LEGGERO<br>SKU 8590.82       |
| <input type="checkbox"/>  RISTRETTO ORIGIN INDIA<br>SKU 8730.82 | <input type="checkbox"/>  ESPRESSO ORIGIN BRAZIL<br>SKU 8750.82 |
| <input type="checkbox"/>  RISTRETTO ORIGIN INDIA<br>SKU 8740.82 | <b>FLAVORED</b>  |
| <input type="checkbox"/>  LUNGO FORTE<br>SKU 8600.82            | <input type="checkbox"/>  ESPRESSO CARAMEL<br>SKU 8868.84       |
| <input type="checkbox"/>  LUNGO LEGGERO<br>SKU 8610.82          | <input type="checkbox"/>  ESPRESSO VANILLA<br>SKU 8869.84       |
| <input type="checkbox"/>  LUNGO ORIGIN GUATEMALA<br>SKU 8780.82 | <b>DECAFFEINATED</b>   |
| <input type="checkbox"/>  ESPRESSO FORTE<br>SKU 8570.82         | <input type="checkbox"/>  ESPRESSO DECAFFEINATO<br>SKU 8760.82  |
|  | <input type="checkbox"/>  LUNGO DECAFFEINATO<br>SKU 8770.82     |

NOTE: \_\_\_\_\_

## ACCESSORIES

### QTY ITEM

<input type="checkbox"/>	2.5 OZ PORCELAIN ESPRESSO CUPS	SKU 5310/12	CASE OF 96
<input type="checkbox"/>	PORCELAIN ESPRESSO SAUCERS	SKU 5313/12	CASE OF 48
<input type="checkbox"/>	5.4 OZ PORCELAIN LUNGO CUPS	SKU 5311/12	CASE OF 48
<input type="checkbox"/>	5.7 OZ PORCELAIN CAPPUCCINO CUPS	SKU 5312/12	CASE OF 48
<input type="checkbox"/>	PORCELAIN LUNGO/CAPP. SAUCERS	SKU 5314/12	CASE OF 48
<input type="checkbox"/>	11 OZ RECIPE GLASSES	SKU 5217/12	CASE OF 12
<input type="checkbox"/>	RECIPE SPOONS	SKU 5216/12	CASE OF 600
<input type="checkbox"/>	ESPRESSO SPOONS	SKU 5215/12	CASE OF 600
<input type="checkbox"/>	4 OZ PAPER CUPS	SKU 90881	CASE OF 1,000
<input type="checkbox"/>	6 OZ PAPER CUPS	SKU 101116	CASE OF 1,000
<input type="checkbox"/>	10 OZ PAPER CUPS	SKU 90877	CASE OF 1,000
<input type="checkbox"/>	12 OZ PAPER CUPS	SKU 90875	CASE OF 1,000
<input type="checkbox"/>	16 OZ PAPER CUPS	SKU 101117	CASE OF 1,000
<input type="checkbox"/>	20 OZ PAPER CUPS	SKU 90880	CASE OF 600

<input type="checkbox"/>	WHITE LIDS FOR 10, 12, 16 & 20 OZ	SKU 90878	CASE OF 1,000
<input type="checkbox"/>	DISPOSABLE STIRRERS	SKU 5073/100	CASE OF 10,000
<input type="checkbox"/>	PAPER COCKTAIL NAPKINS	SKU 3097	CASE OF 3,780
<input type="checkbox"/>	CAPPUCCINATORE PLUG & PLAY DEVICE	SKU 5023	CASE OF 84
<input type="checkbox"/>	SIDE CAPSULE DISPENSER	SKU 5206	EACH
<input type="checkbox"/>	STRAWS & NOZZLES	SKU 5105	CASE OF 600
<input type="checkbox"/>	DESCALING KIT	SKU 5044/12	CASE OF 144
<input type="checkbox"/>	AGUILA CLEANING TABLETS	SKU 120.900	CASE OF 744
<input type="checkbox"/>	TASTING KIT	SKU 5219	CASE OF 14
<input type="checkbox"/>	NEW SHOWCASE PROFESSIONAL CAPSULE PRESENTATION BOX	SKU 5003/1	CASE OF 7
<input type="checkbox"/>	RECYCLING BAG	SKU UPS-RCY-BAG	CASE OF 500

## VOLTAGE CONVERSION

### QTY ITEM

<input type="checkbox"/>	GEMINI TRANSFORMER	SKU H301332	110V TO 240V
<input type="checkbox"/>	GEMINI BOOSTER	SKU H301200	208V TO 240V

THIS ORDER WILL FOLLOW ALL TERMS AND CONDITIONS OUTLINED IN THE DISTRIBUTION AGREEMENT SIGNED BETWEEN NESPRESSO & DISTRIBUTOR. IF NO DISTRIBUTION AGREEMENT IS IN PLACE, TERMS AND CONDITIONS APPLY.

I HAVE READ AND AGREE TO THE APPLICABLE TERMS & CONDITIONS

## PRICING

ALL PRICING FOLLOWS THE TERMS OUTLINED IN YOUR DISTRIBUTION AGREEMENT. IF YOU NEED A COPY OF THE PRICING LIST, PLEASE CONTACT: DISTRIBUTORSUPPORT@NESPRESSO.COM

## TERMS & CONDITIONS

### ORDERS:

• BY TELEPHONE: 800.566.0571 • BY INTERNET: WWW.NESPRESSO.COM/PRO

### RETURNS:

YOU HAVE THE RIGHT TO RETURN GOODS WITHOUT REASON WITHIN 14 DAYS AFTER RECEIPT OF THE RELEVANT GOODS. RETURNED GOODS MUST BE IN ORIGINAL PACKAGING AND ACCOMPANIED BY PROOF OF PURCHASE.

### TRAINING AND SERVICE:

NESPRESSO AND/OR ITS DESIGNATED SERVICE PARTNER WILL PROVIDE COMPLIMENTARY STAFF TRAINING, IN DESIGNATED SERVICE AREAS, ON COFFEE CAPSULES, COFFEE MACHINES, ACCESSORIES AND OTHER EQUIPMENT UPON INSTALLATION. THE CUSTOMER AGREES TO USE NESPRESSO MACHINES IN ACCORDANCE WITH THE INSTRUCTIONS AND TO CLEAN, DESCALE AND PERFORM THE RECOMMENDED SERVICES ON MACHINES AS SPECIFIED IN THE INSTRUCTIONS PROVIDED. THE WARRANTY FOR THE NESPRESSO MACHINES IS ALSO APPLICABLE. FOR TECHNICAL SUPPORT, PLEASE CALL OUR SUPPORT CENTER AT 800.566.0571. THE SERVICE PLAN DOES NOT COVER MALFUNCTION OR BREAKDOWN AS A RESULT OF THE CUSTOMER'S FAILURE TO OPERATE AND/OR CLEAN AND MAINTAIN A NESPRESSO MACHINE IN ACCORDANCE WITH THE SPECIFICATIONS NOR DOES THE SERVICE PLAN COVER ANY DEFECT OR DYSFUNCTION RESULTING FROM THE USE OF CAPSULES OTHER THAN NESPRESSO BRANDED CAPSULES AND THE COST OF INTERVENTION RESULTING FROM SUCH FAILURE, DEFECT OR DYSFUNCTION SHALL BE CHARGED DIRECTLY TO THE CUSTOMER BY NESPRESSO OR ITS DESIGNATED CSP. THE CUSTOMER SHALL ONLY USE ESPRESSO COFFEE CAPSULES IN THE NESPRESSO MACHINES.

### CONFIDENTIALITY & DATA PROTECTION:

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 NON-FINANCIAL 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. NESPRESSO WILL MAINTAIN ALL REASONABLE EFFORTS TO PROTECT CONFIDENTIAL INFORMATION PROVIDED OR COLLECTED AS A RESULT OF THIS AGREEMENT. SUCH CONFIDENTIAL INFORMATION MAY BE STORED AND/OR PROCESSED WORLDWIDE BY NESPRESSO, OR ITS AUTHORIZED SERVICE PROVIDERS.

### BRAND USAGE STANDARDS:

CUSTOMER MAY USE THE BRANDS AND NAMES PROMULGATED BY NESPRESSO, INCLUDING THE NESPRESSO TRADE AND SERVICE MARKS, ONLY IN STRICT CONFORMITY WITH THE INSTRUCTIONS NESPRESSO MAY PROVIDE. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT THE MARKETING OF NESPRESSO PRODUCTS IS CONSISTENT WITH THE RELEVANT STANDARDS ADAPTED BY NESPRESSO, AS NOTIFIED TO CUSTOMER FROM TIME TO TIME.

### MISCELLANEOUS:

THIS AGREEMENT, AND THE PARTIES' CONDUCT ARISING OUT OF OR RELATED TO IT, SHALL BE GOVERNED BY NEW YORK STATE LAW, WITHOUT REGARD TO ITS CHOICE OF LAW RULES. THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT MUTUAL AGREEMENT IN WRITING BY BOTH PARTIES. NESPRESSO MAY TERMINATE THIS AGREEMENT IF CUSTOMER BREACHES ITS OBLIGATIONS CONTAINED HEREIN, AND THEY REMAIN UNCURED FOR THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE. EITHER PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IF THE OTHER PARTY BECOMES BANKRUPT, INSOLVENT, OR IF SUCH PARTY'S BUSINESS SHALL BE PLACED IN THE HANDS OF A RECEIVER, ASSIGNEE OR TRUSTEE, WHETHER BY VOLUNTARY ACT OR OTHERWISE. UPON ANY TERMINATION OF THIS AGREEMENT, NESPRESSO SHALL HAVE NO FURTHER OBLIGATION OR LIABILITY OF ANY KIND TO CUSTOMER, INCLUDING ANY OBLIGATION TO MAKE ANY FURTHER PAYMENTS, AND SHALL BE ENTITLED TO REMOVE ALL NESPRESSO-BRANDED DISPLAY PIECES FROM CUSTOMER. CUSTOMER AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS NESPRESSO AND ANY OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY CLAIMS, LIABILITIES, DEMAND OR LOSSES (INCLUDING ATTORNEY FEES) ASSOCIATED WITH CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF THIS AGREEMENT OR VIOLATION OF APPLICABLE LAWS OR REGULATIONS.

### BREACH OF CONTRACT:

IN THE EVENT OF A TERMINATION THAT RESULTS FROM CUSTOMER'S UNCURED BREACH, THE CUSTOMER SHALL WITHIN THIRTY (30) DAYS REFUND TO NESPRESSO THE AMOUNT OF PAYMENTS MADE BY NESPRESSO FOR ANY ACTIVITY NOT YET EXECUTED. FOR THE AVOIDANCE OF DOUBT, NESPRESSO WILL NOT BUY BACK ANY MACHINES OR EXCESS CAPSULES UNDER ANY CIRCUMSTANCE.