

LAVAZZA "MY WAY"

SUBSCRIPTION TERMS AND CONDITION

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INTRODUCTION

Lavazza "My Way" is an easy and convenient way to arrange for recurring orders for Lavazza BLUE capsules (each an "Order") delivered at regular intervals selected by you. These terms and conditions (the "Subscription Terms") apply when you set up a Lavazza "My Way" subscription to automatically buy Lavazza BLUE capsules through our <https://lavazza.us> website (our "Website"). These Subscription Terms apply in addition to our E-commerce Terms, the Website Terms of Use, Terms of Sale, 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. All sales of Lavazza products are 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 the Terms of Sale, these Subscription Terms will prevail in connection with the subject matter in conflict.

Before you set up a Lavazza "My Way" subscription, you must first set up an account with us by following the instructions on our website at <https://lavazza.us> (the "Website"). Details of your Lavazza "My Way" subscription will be accessible on your "My Lavazza" page on our Website. Please see Section 8 below for information about how to cancel your Lavazza "My Way" subscription.

DISPUTES ARISING UNDER THESE SUBSCRIPTION TERMS ARE GOVERNED BY THE BINDING ARBITRATION TERMS AND CLASS ACTION WAIVER CONTAINED IN THE TERMS OF USE.

1. THE LAVAZZA "MY WAY" SUBSCRIPTION

- 1.1 As used in these Terms, "Lavazza," "LPCC," "our," or "we" means Lavazza Premium Coffees Corp. Ltd, a New York corporation whose offices are at 120 Wall Street #27, New York, NY 10005. "Customer," "you," or "your" means an individual who purchase products through the Website as a consumer. These Subscription Terms do not apply to business-to-business transactions.
- 1.2 When you set up a Lavazza "My Way" subscription, and upon Lavazza's acceptance of your application, Lavazza will send you an email setting forth the details of your subscription and instructions for you to confirm your subscription.
- 1.3 Lavazza will not charge your selected method of payment until you confirm your subscription order. Your subscription will remain in effect until it is cancelled in accordance with these Subscription Terms. You can cancel anytime by following the procedures outlined in Section 8 below.

1.4 Lavazza “My Way” is a subscription service that consists of a first Order and charge followed by automatically created subsequent Orders and recurring periodic charges as requested and agreed by you. By setting up a Lavazza "My Way" subscription, you accept these Subscription Terms and agree to accept responsibility for all recurring charges for each automatically created subsequent Order of Lavazza products in the quantities and at the frequency selected by you prior to cancellation. You also agree that Lavazza will automatically take payment for each Order and any applicable cancellation charges from your account or credit or debit card using the payment method selected by you. These Subscription Terms will remain in effect until cancelled or terminated by you or by us in accordance with the terms hereof.

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:** You may select the number of packs of capsules (each, a “Pack”) to purchase in each Order (minimum 12 Packs per Order) and the frequency of automatic Orders for delivery from the options on our Website. You can change these details through your My Lavazza page on our Website – see section 4 below.
- **B) LAVAZZA "My Way" Coffee Machine and Capsules Subscription:** You may select a Lavazza espresso machine (the "**Selected Machine**"), the number of Packs you want to purchase in each Order (minimum 10 packs per Order) and the frequency of automatic Orders for delivery from the options on our Website. We will send you your Selected Machine with your first Order (for which we will add [\$99.99]to the amount of your first Order) and you agree to place the minimum number of subsequent Orders corresponding to the type of Selected Machine as specified below.

Selected Machine	Minimum. no. of Orders (after the first Order)
Classy Mini (LB 300)	13

- You can change the frequency of Orders through your My Lavazza page on our Website – see section 4 below – but you cannot reduce the minimum number of Orders you have committed to.

2.2 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 will

deliver the products you have ordered in accordance with the applicable Order and these Subscription Terms.

- 2.3 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 automatically modify your subscription to approximately match the same total number of capsules in each Order. You may adjust your subscription in accordance with these Subscription Terms.
- 2.4 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 a pre-shipment notification 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.

3. CHANGING YOUR ORDERS

- 3.1 You can change your selection of Packs, 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 by us as soon as practicable. "**Order Deadline**" means the time when we are no longer able to modify or cancel an Order. The Order Deadline may be based on our arrangements for shipping or other factors at our reasonable discretion. After the Order Deadline has passed, any Order changes you make will be implemented in the following Order. If you have a **LAVAZZA "My Way" Coffee Machine and Capsules** Subscription, any changes you make will not affect your obligation to place the minimum number of Orders agreed.
- 3.2 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.

4. PRODUCTS AND PRICES

- 4.1 Details of all Lavazza products that may be purchased through Lavazza "My Way" are displayed on our Website.
- 4.2 Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your products total and will be itemized in your shopping cart and in your order confirmation email.
- 4.3 The price of each product included in your first Order 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 your subsequent Orders will be those stated in our pre-

shipment notification email to you confirming delivery and will be displayed on your My Lavazza page.

5. PAYMENT

- 5.1 When you sign up for a Lavazza “My Way” subscription, you will be required to select a payment method and provide your payment details, and to expressly agree to permit us to charge your selected payment method on a recurring basis, as well as the amount of the charge, which is calculated based on your Order and as described in Section 5. Lavazza will submit periodic (e.g. monthly) charges to your selected payment method once the products are shipped to you, without further authorization from you, until you provide prior notice at any time that you wish to either cancel or to change your selected payment method. We accept payment by Visa, Mastercard, American Express and PayPal.
- 5.2 If we are unable to complete your subscription Order with your selected payment method, we will notify you and give you the opportunity to add another payment method in your account and to charge the payment method for your subscription Order. We will stop processing further Orders until we are able to obtain your payment. If we are unable to obtain payment from you, we reserve the right to terminate these Subscription Terms. In the event of a chargeback on your credit card, you will be responsible for any reasonable costs we incur and we additionally reserve the right to suspend processing Orders from you or to terminate these Subscription Terms.

6. SHIPMENT AND DELIVERY

6.1. Products will be shipped through the carrier and the delivery service you choose while placing an Order to the address indicated in the Order as follows:

- a) STANDARD DELIVERY within 15 days starting from the date of your Order confirmation email

A shipping fee (USD \$9.50) will apply to Standard Delivery Orders under \$50 USD. If you are a Customer placing a Standard Delivery Order for delivery to Hawaii or Alaska an extra fee of \$5 USD will apply.

No shipping fee will apply to Orders higher than 50 USD. If you are a Customer placing an Order for delivery to Hawaii or Alaska a fee of \$5 USD will apply.

6.2. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. If the courier is not able to successfully deliver the products it will leave a notice with a phone number to be contacted in Order to arrange a new delivery date.

Lavazza is not liable for any delays in shipment or for any failure of shipment due to incorrect information provided by you.

7. AFTERCARE SERVICE FOR PRODUCTS

7.1 If a product is defective in any way or if you have any questions or complaints about the products, please contact the Customer Care Service on:

Telephone: **212-725-8800**

E-mail: **us.customerservice@lavazza.com**

7.2 A summary of your legal rights is set out in clause 11.2 of the Terms of Sale.

8. CANCELLATION

8.1 Your Lavazza "My Way" Subscription will continue until you decide to cancel it.

8.2 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 by notifying us in accordance with clause 8.3 below by the later of 14 days of the date of our email to you confirming your subscription or the Order Deadline for your first Order sent under clause 2.3.

(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 8.3. You will be charged for any Order if we receive your notice after the Order Deadline for such Order.

(c) You can cancel any subsequent Order within 14 days of delivery thereof for any reason by notifying us in accordance with clause 8.3. 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 cancel a Lavazza Coffee Machine and Capsules Subscription 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 payment method for) the cancellation charge calculated in accordance with clause 8.4.

8.3 To cancel your Lavazza "My Way" Subscription or an Order, please inform us by doing one of the following:

(a) Call customer services on 212-725-8800 or email us at US.orders@lavazza.com. 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

8.4 **CANCELLATION CHARGES MAY APPLY:** 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 above

U is the number of Orders that have not been delivered

Selected Machine	Min. no. of Orders	Cancellation charge applies if cancellation before
Classy Mini (LB 300)	13	Completion of 13 deliveries of capsules

8.5 If you cancel your Subscription under clause 8.2(a) or an Order under clause 8.2(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 Subscriptions, 3OVO Logistics, 2020 Ocean Avenue, Ronkonkoma, NY 11779 and we will reimburse the price paid for such products to you.

8.6 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.

9. LIMITATIONS OF LIABILITY; DISCLAIMERS

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;
- (b) for any delay in delivery or non-delivery of any Order or Lavazza product where the cause of the delay was outside our reasonable control, provided that we contact you as soon as possible to let you know and take steps to minimize the effect of the delay; or
- (c) arising from any other factor outside of Lavazza's reasonable control.

Additionally, in no event shall Lavazza be liable to you for (i) any consequential, incidental, special, punitive, exemplary or indirect damages, regardless of whether we have been advised of the possibility of such damages, or (ii) for any damages for any and all claims arising under these Subscription Terms exceeding, in the aggregate, the amount you paid us for the affected Orders.

Warranties with respect to the products are set forth in the Terms of Sale. Except as expressly stated in these Subscription Terms or the Terms of Sale, Lavazza disclaims all warranties, express or implied, with respect to the product purchased, including warranties of non-infringement, security, merchantability, or fitness for a particular purpose.

10. PRIVACY AND WEBSITE POLICIES

- 10.1 Information we receive from you in connection with your Lavazza "My Way" subscription, including your personal data, is subject to our Privacy Policy.
- 10.2 Please read our Website Terms of Use and our Cookie Policy for further information about using our Website.

11. APPLICABLE LAW

- 11.1 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 Federal Arbitration Act and the laws of the state of New York without giving effect to any choice or conflict of law provision or rule. Disputes arising from these Subscription Terms shall be resolved in binding arbitration as described in our Terms of Use.

12. CHANGES TO SUBSCRIPTION TERMS; SEVERABILITY

We may change these Subscription Terms from time to time. We will notify you of any material change to these Terms by email. **Your continued participation after the effective date of such changes to these Subscription Terms constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel your subscription by providing notice to us as provided in Section 8 above; provided that this additional right to cancel is also subject to the minimum Order requirements set forth in these Subscription Terms.** If any provision of these Subscription Terms or any change to these Subscription Terms is found by any court of competent jurisdiction to be invalid, illegal, void, or for any reason unenforceable, such provision or change is deemed to be severed from these Terms and shall not affect the validity and enforceability of any remaining changes or conditions.
