



General Sales and Delivery Terms

Valid as of January 1st, 2025

1. General Provisions

The following terms and conditions of sale and delivery are the only applicable Conditions to all of Nestlé International Travel Retail offers, sales, and deliveries in respect of its range of products. These Conditions apply in place of and prevail over any terms or conditions (including purchase terms of the buyer) contained or referred to in any communication from you or implied by custom or practice. Divergent terms are only valid when they are specifically agreed upon and are confirmed by us in writing. Rights and duties stemming from these Conditions shall not be transferred to other persons without our express consent.

2. Orders & Offers

The placing of an order demonstrates that you are fully aware of these Conditions and that you are offering to contract with us on the basis of these Conditions. All orders only bind us when we accept them in writing and are accepted subject to availability of stocks. In any case, if we are unable to attend to any order promptly, in whole or in part, due to lack of stock or available transport, or for any other reason of force majeure, it shall not incur any form of liability as a result. Cancellation of a confirmed order is subject to Nestlé's approval. The orders must be placed in cases. The minimum order quantity per article must be equivalent of a full pallet or must be at least a multiple of a full layer. Nestlé reserves the right to adjust the order quantity to meet these requirements.

3. Prices

Except where otherwise agreed with us in writing, Products will be invoiced at the price *[as set out on our computer system]* at the date of dispatch of the orders from the Warehouse/Factory. Nestlé will be entitled at its absolute discretion to change the prices for the Products at any time. Except where otherwise agreed with us in writing, prices quoted are *FCA Warehouse (Factory for direct deliveries)*, exclude carriage costs and are exclusive of VAT (where applicable) or similar tax chargeable in respect thereof. When logistical Incoterms agreed with the customer differ from pricing Incoterm (FCA), transport costs will be charged back to the customer where applicable.

4. Payment

Deliveries are payable without deduction and within the agreed credit terms ("Due Date"). Payments should be made to us by transfer to a bank account authorised by us to provide us with cleared funds on or before the Due Date. The payment terms determined in the order confirmation are applicable. If the buyer is overdue with other payments owed to us or if we hear of the instability of the buyer's financial situation or bankruptcy, settlements, in or out of court, we are entitled to make deliveries still outstanding only upon prepayment as well as to cancel the contract or to request indemnification due to non-performance. The buyer is not entitled to withhold any counterclaims of whatever nature from any amount due or payable by us (i.e. promotional activity), unless it is required by law or agreed in writing by us to offset them against such counterclaims.

5. Delivery

We use reasonable endeavours to deliver Products in the time, manner and to the place requested by you, but any dates fixed for the delivery of the Products by us shall be deemed as approximate dates of delivery only. We will not be liable for any loss or damage incurred by late delivery, non-delivery or variation in quantities delivered. When you specify delivery is to be made in instalments, each instalment shall be deemed to be a separate contract. We may reduce, vary, or cancel orders if we are unable, through shortage of stocks or for other reasons, to execute them and we may make such alterations to Products and/or packaging as circumstances may demand. You must use all your reasonable endeavours to accept delivery in accordance with any agreed delivery schedule and, if we request to assist with the unloading of any consignment. You must check that the quantity and specifications of Products delivered correspond with your order before you sign any delivery note. Any deviation (damages, shortages or other) should be mentioned on CMR as first instance or on the delivery note. The signature of the delivery note, or similar document, by you or your authorised employee or agent is conclusive evidence of your inspection and acceptance of the consignment as being for the correct amount and free of visible damage on inspection. Written claims for damage, short delivery, other delivery error or Product defects must be given to us within 3 working days of delivery and must be accompanied by the CMR or delivery note clearly stating the problem. Unless we otherwise agree in writing, you must retain damaged Products for inspection and collection (or destruction upon Nestlé's authorisation with accompanying certificate). Credit will only be allowed if these Conditions are complied with. Pallets bearing the marks NESTLÉ, or other Nestlé identification marks remain our property and must be returned to us or replaced with a pallet of an equivalent standard. Chep pallets, blue pallets, Pallets Collection Voucher or an IOU Vouchers must be returned. All transit frames are our property and must be returned to us. Other handling units must be retained and dealt with in accordance with our instructions. Failing to do so entitles Nestlé to charge you for the incurred pallet or handling unit losses.



6. Risk & Title

Risk in the Products will pass according to the Logistic Incoterms of each specific order. From the moment of delivery until the Products are paid, you must take proper care of the Products to prevent any damage or deterioration and must keep the Products free from any charge, lien or other encumbrance in accordance with "General Storage Conditions for NITR Product Range" document. All parties involved in handling the Products must follow Warehousing and Distribution best practices. For specific handling questions or advice, please contact Nestlé International Travel Retail Customer Service team. In the event that you fail to pay, we reserve the right to repossess the Products related to the unpaid stocks.

7. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any loss or damage suffered by the buyer or any third party arising out of or in connection with the sale, distribution, delivery, non-delivery, possession or consumption up to and including the "Best Before" or "Use By" date of the Products or for any claim made against the buyer by any third party, save to the extent that such loss or damage was caused by our gross negligence or wilful default.

8. No Sale or Return

We do not offer our Products on "Sale or Return" and you must sell the Products before any "Use By" or "Best Before" date.

9. Regulatory compliance

The Customer shall assume full and sole responsibility to ensure that the Products' labels, packaging, food safety and integrity fully comply with any law applicable in the country where the Products will be sold, and to obtain any valid exemption from the relevant authorities to this effect, if required, especially in those cases whereby certain country-specific labelling and packaging requirements are not possible to be met at the sourcing location prior to arrival in the intended territory. The Customer is also responsible to initiate procedures to withdraw from the market products not in compliance with the food-safety requirements. The Customer must ensure full traceability at batch code level at any point in time.

10. Intellectual Property Rights

Copyright and all other intellectual property rights in the Products shown in our price lists shall remain at all times the property of Nestlé International Travel Retail and/or their ultimate holding company or any subsidiary of such ultimate holding company. You shall acquire no rights in the Products except as expressly provided for under these Conditions. You agree that you or your employees or agents will not alter or remove any trademark or label or otherwise interfere with any intellectual property rights in the Products and that the Products will not be sold under or by reference to the trademarks designating them, after the original containers or packs have been opened.

11. Data Protection

We may use information provided by you for all purposes reasonably necessary to properly regulate business dealings between us in relation to these Conditions, including but not limited to recording this information or updating our records, credit referencing and supplying your details to a credit reference agency (which will retain information for their own use) for purposes of credit ratings and for tracing purposes in the event of your default or any other purposes. You may receive a copy of your personal data held by us on request and on payment of a service fee. By placing an order with us you consent to our processing your personal data for the purposes stated above.

12. Place of Performance and Litigation

The place of delivery is the agreed named place of destination. The place of payment is our business domicile. These general sales and delivery terms and any contracts entered under these terms are subject to Swiss law excluding UN purchase rights (CISG). The applicability of International commercial terms follows the conditions of Incoterms 2010. The place of litigation for all litigation arising hereunder and any contracts entered under these terms shall be Geneva, Switzerland.

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Nestlé Good food, Good life

Nestlé Enterprises S.A.
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Appendices:

General Storage Conditions for NITR Product Range