

# TERMS & CONDITIONS OF SALE

## 1 Introduction

The website www.IQOS.nl is owned by Philip Morris Holland BV. The following terms “we”, “us” and “our” refer to Philip Morris Holland BV (**Philip Morris**) Marconilaan 20, 4622 RD Bergen op Zoom, Nederland, Chamber of Commerce 20123097, VAT NL815389553B01.

By ordering products on www.IQOS.nl (the **Website**), you agree to these terms and conditions. These terms and conditions apply to all offers and agreements in connection with the sale and delivery of products ordered on the Website.

## 2 Terms of Use the Website

The Website as well as the products offered for sale on the Website are exclusively for smokers that are at least 18 years old and are residents of the Netherlands. Only individuals who (i) have reached the age of 18 years and (ii) are residents of the Netherlands and (iii) are registered on the Website, are eligible for full access to the Website and for purchasing products (**Users**). For more information about the terms of use of the Website we revert to our [Terms of Use](#)

## 3 Orders

### 3.1 Products

Products sold on the Website, including but not limited to IQOS-Systems (IQOS holder, charger, cleaning set, USB-cable etc.), tobacco products (tobacco sticks) and associated products (**Products**) are only offered to and can only be purchased by Users.

### 3.2 Prices

All prices of the Products on the Website are in EURO and 21% including VAT.

### 3.3 Availability

Philip Morris does its best to guarantee the optimal availability of the Products offered on the Website. However, if (one of) the Product(s) you order is not available at that time, you will receive a message in which we inform you about the delay or a partial or complete cancellation of your order. In case of a delay you will have the opportunity to cancel the order. We reserve the right to change our portfolio of Products and to remove certain Products from the portfolio at any time.

### 3.4 Minimum and maximum order quantity

The following minimum order quantity is valid per order on the Website:

- 1 bundle with 10 packs of 20 tobacco sticks each; or
- 1 IQOS kit; or
- 1 IQOS system single element; or

- Every unit of another Product.

Every User can order Products for a maximum amount of EUR 750 per 10 days.

### 3.5 Placing an order

After registration on the Website for an account, a User is able to place an order by selecting the desired Products in the portfolio. After selecting the Product(s) the User needs to complete the steps on the Website to order the Product. This ordering process consist of at least the following 4 steps. During the ordering process User (i) specifies the number of the selected Products; (ii) verifies the contact details and delivery address; (iii) selects the delivery method and (iv) selects the payment method. Before placing an order, these general terms & conditions have to be accepted by ticking a box. The User also gives its explicit consent for age verification (as described under paragraph 5) upon delivery. Further details about registration and the Use of an account can be found in our [Terms of Use](#) and in our [Privacy Policy](#).

### 3.6 Payment

Users can pay by Credit card (Visa, MasterCard), or Debit card (iDEAL). The account is being charged with the dispatch of the order if you pay with iDEAL. The payment service provider deals with the processing of the payments.

To guarantee User data security, Philip Morris uses the highest standards of data protection such as a Secure Socket Layer (SSL)-encryption. For more information about the protection of your personal data we revert to our [Privacy Policy](#).

### 3.7 Agreement

An order will be deemed accepted by Philip Morris and the agreement between the User and Philip Morris will be concluded once the User has received the confirmation email by Philip Morris. The confirmation email contains the details of the agreement. Philip Morris reserves the right to decline any Order in its sole discretion.

## 4 Delivery

Deliveries of orders placed on the Website will only take place in the Netherlands. Orders relating to deliveries abroad are thus not accepted.

No delivery fees shall be charged for orders placed on the Website.

Philip Morris has appointed a logistics company currently the company Arvato Benelux BV to fulfill the delivery of orders (the **Carrier**). The carrier is responsible for the administration, delivery, compilation, and packaging of the orders. The ordered products will be delivered to the address indicated by the User and confirmed by Philip Morris on the order confirmation. The User is responsible for providing the correct requested information before placing an order.

If an order is placed before 15:30 the delivery will most likely take place the next day. If the order is placed after 15:30 the order will most likely take place within 2 days. The indicated date and time slot is indicative. In case of a non-compliance with the indicated delivery times, the User is not entitled to any compensation whatsoever. There is no delivery on Mondays, Sundays and public holidays. The delivery time slots will be communicated to the User on the day of delivery by the Carrier by SMS.

## **5 Age verification**

Upon delivery of the order, the User has to show a valid ID, in the form of an ID card, drivers' license or other official document suited for age verification of the User, indicating that the User is over 18 years of age. It is possible for another person to accept the delivery on behalf of the User under the condition that this person is over 18 years of age and shows a valid ID for verification, as well as a proof that the User, is also over 18 years of age. If these age verification requirements are not fully met, the order will be delivered a second time under the same conditions. If the age verification requirements are not met again, if the User (or another person over 18 years of age) is not present upon both delivery attempts, or if the User declines the delivery, the order will be returned to Philip Morris will regard the order as terminated and refund the purchase price to the User in the same way payment was made by the User. A credit note will be send to the User.

## **6 Limitation of Liability**

In case a Product is defect upon delivery or in case a wrong Product is delivered, the User can call the customer service center on the following telephone number: 0800 990 00 00. The customer service center will arrange that a replacement of the ordered Product is send to the User. A return label will be included in the parcel. The User must send the defect or wrong product back to Arvato Benelux BV. Such shipment will be free of charge to the User. If the replaced product is defect as well, User has the right to terminate the agreement and the User can send that product back, free of charge.

The above does not exclude the right of the User to withdraw from the agreement within 14 days after delivery, as described in paragraph 7 below.

Warranty periods differ for the different Products. Specific information regarding the warranty period of a Product is provided in the document delivered with the Product.

Philip Morris is not responsible for any (direct or indirect) loss or damage, including all lost profits, data losses or any other damage, of whatever nature, that have occurred i) due to a faulty delivery or delayed delivery, ii) due to a non-functioning or faulty functioning of the Website, iii) due to Product defects, iv) out of a wrong delivery address, v) due to viruses or other technical problems, or vi) due to theft or other situations related to delivery, except for loss or damage caused by willful misconduct or gross negligence of Philip Morris.

The Products are exclusively intended for domestic and private use. User agrees not to use the Products for any commercial, business, or re-sale purpose.

In case of violation of these terms & conditions Philip Morris has the right to cancel User's order and prohibit the User any further use of the Website by closing the User's account without prior notice.

## **7 Right of return**

User has the right to withdraw from the agreement within 14 days after delivery of the Order without giving any reason. This withdrawal period will expire after 14 days from the day on which the Product was delivered to the User or another person accepting the delivery for the User. To meet the withdrawal deadline, it is sufficient for the User to communicate the User's exercises of the right of withdrawal before the withdrawal period has expired by contacting the customer service center at the phone number mentioned below under 'Questions or complaints'. The customer service center will verify whether the User is entitled to return the Products (i.e. will verify whether the withdrawal is not yet expired). If the User is entitled to return the product, the customer service center will send a 'free of charge' return label to the User by e-mail or post. The User can send the unused, undamaged Product

in the original packaging and the proof of purchase free of charge back to the address on the return label. Upon receipt of the Product, Arvato carries out a check of the Product. If Arvato determines that all conditions for the return as set forth in this paragraph have been fulfilled, refund of payment will be made via the same way payment was made by the User. The User will then receive a credit note.

## **8 Governing law and jurisdiction**

These terms and conditions apply to each offer made on the Website, each order and each agreement concluded by use of the Website, all of which are governed by the laws of the Netherlands. Any dispute arising out of or in connection with the use of the Website, any orders and any agreements concluded by use of the Website, shall be submitted to the jurisdiction of the competent Dutch court.

Users who wish to settle a claim relating to the Online purchases out-of-court through online dispute resolution (ODR) may file such claim at the ODR platform of the European Commission: <http://ec.europa.eu/odr>.

## **9 Questions or complaints**

In case of questions, remarks or complaints related to these terms and conditions you can contact Philip Morris by sending an email to [info@iqos.nl](mailto:info@iqos.nl) or by calling 0800 990 00 00. The customer service center is available seven days a week from 10 am until 7 pm.

User should present any complaints regarding the Product to Philip Morris as soon as possible but at least within 14 days after the course of the complaint arises.

Philip Morris will generally process and answer complaints within 14 days. If it takes longer to process and answer the complaint, Philip Morris provides the User within 14 days with a confirmation of receiving the complaint and an indication of the expected follow-up of the complaint.

## **10 Miscellaneous**

If any of the terms is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

Philip Morris reserves the right to change or amend these terms and conditions for future purchases at any time and without any notice. Users should therefore make sure that they take reference of the version of the terms and conditions as provided on the Website and during the ordering process.