



## WMF and Schaeerer Limited Equipment Warranty

This limited equipment warranty provided (the "Warranty") by SEB Professional North America Corp. ("SEB Professional") is made to the original purchaser of a new, unused SEB Professional espresso machine (the "Equipment"), subject to the following terms and conditions set forth below.

### Conditions, Coverage & Term

The Warranty covers defects in material or workmanship for a period of one (1) year from the date of Equipment's original installation (the "Installation Date"), when installed by a SEB Professional Authorized Service Agent. The Installation Date shall be determined as the date the Equipment was first hooked up to power, water and drain at the customer's location.

If during the warranty period, the Equipment is determined by SEB Professional, in its sole discretion, to not conform to the warranty, SEB Professional shall, at its sole discretion, repair or replace such defect at no charge, provided the repair is done by a SEB Professional Authorized Service Representative. Parts replaced under the terms of this warranty carry the remainder of the machine's parts warranty term, or 30 days, whichever is greater. The labor warranty shall include standard straight time labor charges only and reasonable travel time, in accordance with local standards and as determined by SEB Professional, in its sole discretion.

This warranty is conditioned on the Buyer: 1) calling the SEB Professional customer care line at (888) 989-3004 during normal business hours; 2) providing SEB Professional the machine serial number and identifying the service location; and 3) receiving prior authorization from SEB Professional that the defective Equipment is still under the Warranty period.

### Exclusions & Limitations

THIS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE and applies only in favor of the original purchaser. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE REMAINDER OF THE WARRANTY PERIOD.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF EITHER MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The agents, dealers or employees of SEB Professional are not authorized to make modifications to this warranty or to make additional warranties that are binding on SEB Professional. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon.

PURCHASER'S REMEDY AGAINST SEB Professional FOR THE BREACH OF ANY OBLIGATION ARISING OUT OF THE SALE OF THIS EQUIPMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE, SHALL BE LIMITED, AT SEB PROFESSIONAL'S SOLE OPTION AS SPECIFIED HEREIN, TO REPAIR, REPLACEMENT OR REFUND.

In no event shall SEB Professional be liable for any other damage or loss including, but not limited to, lost profits, lost sales, loss of use of equipment, claims of Buyer's customers, cost of capital, cost of down time, cost of substitute equipment, facilities or services, or any other special, incidental or consequential damages, or acts of God.

### Warranty Exclusions

This warranty does not apply to:

1. Any equipment, component or part that was not manufactured or supplied by SEB Professional as OEM (original equipment manufacturer parts) or that, in SEB Professional's judgment, has failed due to misuse, neglect, alteration, improper installation or operation, improper maintenance or repair, non-

periodic cleaning and descaling, equipment failures related to poor water quality, damage, casualty or act of God.

2. Nonconforming condition caused by normal wear and tear, including but not limited to replacement wear items such as O-rings, gaskets, hoses, valve seats, and burrs in accordance with factory recommended maintenance intervals.
3. Cosmetic damage such as scratches, dents, fading, nicks and other blemishes.
4. Non-conforming condition caused by the failure to follow manufacturer's instructions and recommendations for operation and maintenance, by use of the Equipment other than for its normal and intended use, and by improper handling or cleaning.

Examples of items NOT covered under this warranty include, but are not limited, to the following:

- Hoppers and lids, steam wand tubes, and plastic parts damaged due to improper handling or cleaning agents
- Loss of or damage to removable items such as portafilters, hoppers and hopper lids
- Side and front panels (excluding electronics)

Examples of major component malfunctions NOT covered under this warranty include, but are not limited, to the following:

- any valve that is clogged or damaged by calcium or other solids/deposits
- level sensor covered with calcium or other solids/deposits
- temperature sensor covered with calcium or other solids/deposits
- boiler filled with solids/deposits that needs to be replaced
- boiler leaks caused by corrosion
- damage due to water filter cartridge residue reaching machine due to improper flushing

Examples of operator error, misuse, abuse, neglect, lack of cleaning, etc., issues that are NOT covered under this warranty include, but are not limited, to the following:

- repairs (or attempted repairs) by anyone other than Factory Authorized Service Agent and/or use of non-OEM parts
- clogged brew group/automat due to lack of cleaning
- any clogging of drip tray or cracks in drip tray
- foreign objects (coins, small stones, plastic objects, etc.) in grinders
- calibration complaints (shot volume, beverage temperature) based on measurements not following correct measuring procedure
- main waterline turned off, disconnected or kinked and/or pinched

### **Non-Warranty Service Calls**

Due to the complexity of the Equipment, SEB Professional may determine that part or all of the defect or failure is not covered under this Warranty and therefore falls within the Warranty Exclusions as set forth above. By calling the support hotline and accepting a service dispatch, the customer specifically agrees that any costs incurred to correct a failure or breakdown that falls within the Warranty Exclusions is chargeable and billable to the customer, and to pay any and all costs within a reasonable time and in no case later than 30 days after receiving a valid invoice. Charges for costs incurred will be billed by SEB Professional on a time and materials basis at prevailing labor rates.