

## SPARE PARTS WARRANTY

At Unic, we take great pride in the craft and composition of our equipment. From the majority of in-house designed and manufactured components, to top-shelf electronic and mechanical articles, we stake our reputation on every part.

Unic factory spare parts, not including consumable items<sup>1</sup>, are guaranteed for a period of 120 days<sup>2</sup> from the original purchase date. In the unlikely event that a replacement component of your Unic fails due to manufacturer's defect, we will work diligently to correct the issue and resume the proper functioning of your equipment.

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCEPTING DELIVERY OF THE PRODUCT(S). ACCEPTANCE OF DELIVERY INDICATES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

UNIC USA WARRANTS THAT THE PRODUCT(S) MEETS ANY SPECIFIC WARRANTIES EXTENDED BY UNIC SAS AND UNIC USA. FOR WARRANTY TERMS AND CONDITIONS, PLEASE REFER TO EACH PRODUCT'S WARRANTY DOCUMENT.

UPON PROMPT NOTICE BY PURCHASER OF ANY CLAIMED NON-CONFORMITY OR DEFECT, WHICH NOTICE MUST BE GIVEN WITHIN TWENTY-FOUR HOURS FROM THE TIME SUCH NON-CONFORMITY OR DEFECT IS FIRST DISCOVERED AND WITHIN ONE (1) YEAR AFTER THE DATE OF PURCHASER'S RECEIPT OF THE PRODUCT(S), UNIC USA'S OBLIGATION UNDER THIS WARRANTY IS LIMITED. AT OUR OPTION, UNIC USA WILL REPLACE THE DEFECTIVE PART(S) OR ISSUE PURCHASER APPROPRIATE CREDIT, NOT TO EXCEED THE VALUE OF SUCH PART(S), FOR ONE (1) YEAR. TRANSPORTATION CHARGES COVERING ANY DEFECTIVE PRODUCT(S) RETURNED SHALL BE AT UNIC USA'S EXPENSE.

THIS WARRANTY DOES NOT EXTEND TO (1) PRODUCTS THAT HAVE BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN UNIC USA AUTHORIZED PERSONNEL, OR WHERE PARTS UNAUTHORIZED BY UNIC USA WERE USED, WITHOUT UNIC USA'S PRIOR WRITTEN AUTHORIZATION; (2) ANY LABOR CHARGES FOR REMOVAL AND/OR REPLACEMENT OF THE NON-CONFORMING OR DEFECTIVE PRODUCT(S) OR PART THEREOF; (3) ANY LOSSES DUE TO MISUSE, ACCIDENT, ABUSE, NEGLIGENCE, NORMAL WEAR AND TEAR, OR IMPROPER INSTALLATION, MAINTENANCE OR APPLICATION INCLUDING, BUT NOT LIMITED TO (I) EVIDENCE OF ABNORMAL WEAR AND TEAR DUE TO ABUSE, MISUSE, OR IMPROPER MAINTENANCE; (II) WATER PROCESSED BY THE PRODUCT(S) NOT MEETING STANDARDS PER UNIC USA'S WATER SPECIFICATION GUIDELINES DOCUMENT; (III) INOPERATIVE OR DIRTY MILK DELIVERY COMPONENTS FROM IMPROPER MAINTENANCE; (IV) JAMMED OR IMPACTED COFFEE GRINDER CAUSED BY MISUSE, IMPROPER CALIBRATION, OR PROCESSING OF FOREIGN MATERIALS OTHER THAN WHOLE BEAN COFFEE; (V) PLUGGED OR PARTIALLY PLUGGED DRAIN; (VI) INOPERATIVE BREW GROUP DUE TO IMPROPER MAINTENANCE; (VII) INSUFFICIENT WATER SUPPLY AND/OR INCORRECT POWER; (VIII) IMPROPER RECALIBRATION DUE TO THE USE OF DIFFERENT COFFEE BEANS, TYPE OF MILK OR SIZE OF CUPS; (IX) RELOCATION OF THE PRODUCT(S) FROM THEIR ORIGINALLY APPROVED LOCATION; (X) NEWLY INSTALLED EQUIPMENT WHICH INTERFERES WITH THE OPERATION OF THE UNIC UNIT; (XI) ABSENCE OF DAILY CLEANING.

ANY WARRANTY STATED HERE ONLY EXTENDS TO THE ORIGINAL PURCHASER AND IS NOT TRANSFERABLE OR ASSIGNABLE.

ANY WARRANTY STATED HERE IS WAIVED AND CANCELLED IF THE PRODUCT(S) IS INSTALLED OR USED DIFFERENTLY THEN AS DESCRIBED IN ANY INSTRUCTIONS OR OWNERS MANUAL OR WARRANTY DOCUMENT.

EXCEPT AS SPECIFICALLY STATED ABOVE, UNIC USA DISCLAIMS AND EXCLUDES TO THE GREATEST EXTENT ALLOWED BY LAW ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT(S) THAT IT SELLS AND/OR DISTRIBUTES. SUCH DISCLAIMER APPLIES TO ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY THAT THE PRODUCT(S) IS FIT FOR ANY PARTICULAR USE.

THE REMEDIES HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER AND ANY THIRD PARTY FOR ANY FAILURE OF A PRODUCT(S), AND/OR CLAIM ARISING OUT OF SALE OR USE OF A PRODUCT(S).

NEITHER UNIC USA, NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCT(S) SHALL BE LIABLE, EXCEPT AS SPECIFICALLY ALLOWED ABOVE, TO PURCHASER OR ANY THIRD PARTY, FOR ANY DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED BENEFITS, OR OTHER INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT(S), WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY WARRANTY, OR OTHERWISE, EVEN IF UNIC USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY OTHER CLAIM BY ANY OTHER PARTY.

IN ADDITION, TO THE EXTENT THAT UNIC USA IS LIABLE FOR DAMAGES, PURCHASER HEREBY WAIVES, RELEASES AND RELINQUISHES ANY CLAIM AGAINST UNIC USA FOR DAMAGES THAT EXCEED THE PRICE OF THE PRODUCT(S). ALL OTHER CLAIMS TO RECOVER DAMAGES IN EXCESS OF THIS AMOUNT, INCLUDING FOR ATTORNEYS' FEES AND COSTS, ARE HEREBY WAIVED BY PURCHASER.

ALL DISPUTES BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO THOSE ARISING OUT OF PURCHASE AND/OR USE OF THE PRODUCT(S), SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, REGARDLESS OF THE NATURE OF THE DISPUTE, INCLUDING, BUT NOT LIMITED TO, DISPUTES OR CLAIMS ARISING OUT OF TORT, THE UCC, CONTRACT, STATUTE, PRODUCT(S) LIABILITY, OR UNDER ANY WARRANTY OR TERM AND CONDITION OF THE ACQUISITION.

ALL DISPUTES ARISING OUT OF USE AND/OR PURCHASE OF THE PRODUCT(S) SHALL BE BROUGHT IN THE WASHINGTON STATE SUPERIOR COURT, SNOHOMISH COUNTY, WHICH IS LOCATED IN EVERETT, WASHINGTON. PURCHASER HEREBY WAIVES ANY CHALLENGE TO SUBJECT MATTER OR PERSONAL JURISDICTION, OR VENUE BY THE WASHINGTON STATE SUPERIOR COURT, SNOHOMISH COUNTY.

UNIC USA RESERVES THE RIGHT TO CHANGE OR MODIFY THE TERMS AND CONDITIONS HEREIN WITHOUT NOTICE.

(1) Examples include, but are not limited to, group gaskets (PC17), portafilter handles (33146), steam levers (NZ7003), externally mounted Cappuccinatore/SteamAir components, etc.

(2) Subject to the same criteria as described by warranty coverage requirements for new equipment