

BUNN-O-MATIC COMMERCIAL PRODUCT WARRANTY

Bunn-O-Matic Corp. ("BUNN") warrants the BUNN Crescendo® as further described below for a warranty period of 1 year parts and labor.

For customers subscribed to BUNNlink®, BUNN reserves the right to periodically auto-push critical software updates that will enhance functionality or performance of the BUNN equipment, unless the customer requests advance notice of such software updates from BUNN in writing.

These warranty periods run from the date of installation. BUNN warrants that the equipment manufactured by it will be commercially free of defects in material and workmanship existing at the time of manufacture and appearing within the applicable warranty period. This warranty does not apply to any equipment, component or part that was not manufactured by BUNN or that, in BUNN's judgment, has been affected by misuse, neglect, alteration, improper installation or operation, improper maintenance or repair, non periodic cleaning and descaling, equipment failures related to poor water quality, damage or casualty. This warranty is conditioned on the Buyer 1) giving BUNN prompt notice of any claim to be made under this warranty by telephone at (217) 529-6601 or by writing to Post Office Box 3227, Springfield, Illinois 62708-3227; 2) if requested by BUNN, shipping the defective equipment prepaid to an authorized BUNN service location; and 3) receiving prior authorization from BUNN that the defective equipment is under warranty. Additionally, the following is excluded from the warranty period:

Warranty Exclusions:

- Parts such as, but not limited to, hoppers and lids, drip trays, and plastic parts damaged due to improper handling or cleaning agents.
- Replacement of wear items such as, but not limited to, O-rings, gaskets, silicone tubes, hoses, and valve seats.
- Repairs made necessary due to poor water quality such as dispense valves, water inlet valves, scaling in the steam or hot water boilers. (Total Hardness recommended range of 4-7 gpg constant).
- Improper voltage. (See equipment operations manual for voltage specifications).
- Failure to use BUNN approved cleaning supplies constitutes improper maintenance.
- Failure to have required preventive maintenance performed by BUNN technician or authorized espresso service provider.
- Parts replaced under the terms of this warranty carry the remainder on the machine's parts warranty term, or 60 days, whichever is greater.
- Drink quality issues from machine failures related to product formulation or product characteristics.

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 BUNN are not authorized to make modifications to this warranty or to make additional warranties that are binding on BUNN. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon. If BUNN determines in its sole discretion that the equipment does not conform to the warranty, BUNN, at its exclusive option while the equipment is under warranty, shall either 1) provide at no charge replacement parts and/or labor (during the applicable parts and labor warranty periods specified above) to repair the defective components, provided that this repair is done by a BUNN Authorized Service Representative; or 2) shall replace the equipment or refund the purchase price for the equipment.

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

In no event shall BUNN 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.