

One-Year Limited Product Warranty

Your product is covered by a one-year limited Warranty from the date of purchase. Should your product have a defect in product material or workmanship within the Warranty period, Breville® will arrange to have your original product either repaired or replaced, at the sole discretion of Breville®, or apply such other remedy as described below.

How to Claim Under the Breville Warranty: Contact **Nespresso USA:** 1-800-562-1465 or **Canada:** 1-855-325-5781 www.nespresso.com

California residents: please see paragraph entitled "Warranty Notice to California Residents Only"

Introduction To The Warranty: For the purposes of this Warranty, as defined below, please note the geographic territory to which such Warranty is applicable, as also defined below: "Breville" as used herein, shall mean either Breville USA or Breville Canada, as applicable to the Jurisdiction (as defined below) of original purchase of the product for which Warranty coverage or service is being sought. "Jurisdiction" shall mean either: the fifty United States and the District of Columbia only, not including any other U.S. territories, commonwealths, possessions or protectorates ("USA"), or a province or territory of Canada ("Canada", together with the USA, collectively referred to as "North America"), in each case of Sections (i) and (ii) above, as applicable to the consumer purchasing Breville Products (as defined below).

Terms Of Warranty Coverage: Breville provides the Warranty coverage as further described below and limited to the terms and conditions hereof:

1. Breville hereby provides a limited non-transferable Product Warranty for one (1) year from the date of purchase of the subject Product (the "Warranty") against defects in Product materials or workmanship. This Warranty is offered on only those Breville brand appliances (each, a "Product"), purchased and used in North America by the consumer and is the sole and exclusive Warranty provided by Breville in North America for Products. **2.** The Warranty commences on the date of Product purchase in North America by the consumer and ceases on the 2 year anniversary date of such Product purchase ("Warranty Period"). A Proof of Purchase (as defined below) may be required from the consumer for the Warranty to be effective and applicable to the Product. **3.** Proof of the valid Product purchase for the purposes of this Warranty ("Proof of Purchase") is an original or copy of the retailer sales receipt for the Product purchased or the retailer Product purchase invoice, showing the Product model number, payment and the date of the Product purchase. Product registration, while appreciated, is not required to activate any Warranty and the Product registration is not a substitute for a Proof of Purchase. **4.** In the event the Warranty Period for a Product has expired, or if a Product does not qualify for Warranty service, repair, replacement or reimbursement, consumers may still buy replacement parts or have Products repaired by one of Breville's Authorized Servicers. Please contact Breville for further information.

Effect Of The Warranty: **1.** Within the Warranty Period, Breville may, at their sole discretion: (i) repair the Product with new or refurbished parts, (ii) replace the Product entirely, either with a new or refurbished Product at no additional charge to consumer, or (iii) reimburse the consumer the amount of the original purchase price (a "Reimbursement"); (iv) replace defective parts that meet the performance specifications of new parts for any applicable Product. **2.** Only Breville or Breville-authorized accessories and replacement parts should be sought for use by consumer for any Product as the use of other non-Breville, or non-authorized accessories and replacement parts voids any Warranty by Breville which may be applicable to such Product. **3.** All exchanged or substituted parts and Products replaced under Warranty service will become the property of Breville. **4.** In the event of a repair under this Warranty, Breville warrants the replacement parts and repair work for six (6) months from the date of repair or the remainder of the one (1) year warranty period, whichever is later. **5.** In the event replacement parts or a replacement Product are not available for any reason at the time of the initiation of a Product Warranty claim by consumer, Breville may, in their sole discretion, either (i) deliver to the consumer an accommodation in the form of a reasonably similar Product (an "Accommodation"), or (ii) provide Reimbursement. Any such Accommodation or Reimbursement to consumer shall be in full satisfaction of any applicable Product Warranty claim and of Breville's obligation to consumer under the Warranty for such applicable Warranty claim. The provision of an Accommodation or a reimbursement terminates any further warranty coverage for such original product.

Product Warranty Limitations: **1.** Breville's obligation to the consumer with regard to the Warranty for any Product is limited to the repair, replacement or Reimbursement of any defective Product or parts pursuant to the terms and conditions of the Warranty. **2.** This Warranty is only valid for Products purchased and used in North America and shall not extend to any Products (a) not purchased in North America, or (b) purchased in North America but which are used or transferred outside of North America. **3.** The Warranty is not applicable to any purchase of a Product for commercial use (such as in a hotel, office, restaurant, or other business capacity). **4.** This Warranty expressly excludes any defects or damages caused by accessories, replacement parts or repair service other than those that have been authorized by Breville pursuant to the terms hereof. **5.** No other warranties, express or implied, are made by Breville are authorized to be made on behalf of Breville by any retailer, agent, distributor, or other party with respect to any Product to any consumer or other party. **6.** The Warranty shall be rendered null and void, and of no further force or effect, providing no Warranty coverage with regard to a Product for each of the following reasons, without limitation:

- Products requiring maintenance or replacement due to normal wear and tear, corrosion, rust, stain, age or Products damaged due to any improper or discouraged use, mishandling, negligence, excessive wear and tear, including damages caused by maintaining, operating or using the Product in a manner not consistent with, in accordance with, or not contemplated by the instruction manual provided with the Product, or by otherwise failing to follow safety, operating, care or cleaning instructions;
- Products where the product number model or serial number has been removed, replaced, altered or rendered illegible;

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- Products which have been altered, modified and repaired in any way not expressly authorized in the instruction book provided with the Product or by any party not authorized by Breville as an Authorized Servicer;
- Cosmetic damages (examples include, but are not limited to, scratches, imprint/water marks, cracks and dents, stains, etc.);
- Products that have been damaged directly or indirectly from the use of a third party product;
- Products damaged as a result of acts of nature e.g. fire, flood, or lightning;
- Products damaged as a result of connection to irregular current or voltage sources, or use on electric or other current or voltage other than that marked on the Product, or any instruction book;
- Products for which a consumer has no Proof of Purchase or for which the applicable Warranty Period has expired;
- Products not purchased from Breville or through a Breville-authorized distributor or Product reseller (for example non-authorized sellers online, at auction, or otherwise, such as, without limitation, and independent e-commerce sites not authorized by Breville); or
- Products returned by the consumer without request or instruction by Breville which are lost, misdelivered or damaged in transit.

WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGMENTS

1. CONSUMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF.

2. NONE OF BREVILLE, ITS PARENT OR OTHER HOLDING COMPANIES, SUBSIDIARIES, AFFILIATES, AUTHORIZED DISTRIBUTORS AND RETAILERS AND AUTHORIZED SERVICE PROVIDERS, OR ANY OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES THEREOF, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, PERISHABLE GOODS, DAMAGES FOR LOSS OF REVENUE, BUSINESS, PROFITS, GOODWILL OR CONTRACTS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY PRODUCT OR OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO A CONSUMER RESIDING IN THOSE PARTICULAR JURISDICTIONS. 3. IT IS UNDERSTOOD AND AGREED BY THE CONSUMER UPON PURCHASE OF A PRODUCT THAT, EXCEPT AS EXPRESSLY STATED HEREIN, BREVILLE IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 4. THE CONSUMER ACKNOWLEDGES THAT THE CONSUMER IS INFORMED AND IS AWARE OF HIS/HER RIGHTS AND OBLIGATIONS UNDER ANY APPLICABLE LOCAL MUNICIPAL AND JURISDICTION LAWS GOVERNING THE PURCHASE AND USE OF THE PRODUCT. THROUGH THIS WARRANTY, BREVILLE PROVIDES LIMITED AND SPECIFIED RIGHTS TO THE CONSUMER IN CONNECTION WITH THE PRODUCT. CONSUMERS MAY ALSO HAVE OTHER APPLICABLE RIGHTS WITH REGARD TO THE PRODUCT AND WARRANTY WHICH VARY FROM JURISDICTION TO JURISDICTION AND WHICH ARE NOT OTHERWISE SET FORTH HEREIN. 5. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. - IF ANY PROVISIONS OF THIS WARRANTY ARE JUDGED TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE WARRANTY SHALL CONTINUE IN FULL FORCE AND EFFECT.

HOW TO CLAIM UNDER THE BREVILLE NESPRESSO WARRANTY

Nespresso is handling product inquiries and servicing on behalf of Breville. If you believe your product is defective, contact *Nespresso* customer service team directly through the contact information set out above for instructions on where to send or bring your product for repair.

WARRANTY NOTICE TO CALIFORNIA RESIDENTS ONLY

California residents may initiate Warranty service by calling toll-free at 1-800-562-1465. California law also provides that for any Warranty service for a Product, California residents have the option of returning the Product (a) to the retailer from which it was originally purchased, or (b) to another retailer that sells the same Breville or *Nespresso* Product, among other rights and consumer protections. California residents need only supply their Proof of Purchase in each case above, or to contact Breville or *Nespresso* for Warranty service, should call *Nespresso* Consumer Support for specific instructions. Breville will only be responsible for the cost of repair, replacement or Reimbursement and shipping and handling for such Products under this Warranty. A retail store to which a California resident returns a Product for Warranty service may refer the consume to a Breville Authorized Servicer, replace the Product, or refund the purchase price less the amount directly attributable to the consumer's usage of the Product. If the above options do not result in the appropriate remedy to the consumer, the consumer may then take the Product to an independent repair facility if service or repair can be economically accomplished. Breville, and not the consumer, will be responsible for the reasonable cost of such service, repair, replacement, or Reimbursement during the Warranty Period for the Product if such Product is subject to Breville Warranty.

DISTRIBUTOR INFORMATION

USA: Breville USA Inc, 19400 S Western Ave, Torrance, CA 90501
CAN: 3595 boulevard Côte-Vertu, Saint-Laurent, QC, H4R 1R2