# **ONE-YEAR LIMITED PRODUCT WARRANTY**

### **Warranty Period**

Breville® warrants to the first-end-user or original purchaser (the "User") that the Breville brand commercial product sold hereunder (the "Product") will be free from defects in material and workmanship under normal conditions of use and maintenance (the "Warranty") for a period of (1) one year from the date of purchase, provided such alleged defect is submitted by User to Breville within thirty (30) days of discovery (the "Warranty Period"). Breville will have no responsibility to honor claims received after the Warranty Period.

### **Warranty Coverage**

If there is a defect in material or workmanship covered by this Warranty and such defect is reported to Breville during the Warranty Period, Breville will repair, replace or refund, at Breville's sole and absolute discretion, that part of the Product that has become defective.

In connection with all claims under this Warranty, the User will be required to furnish a sales receipt or proof of purchase indicating date of purchase and amount paid. Breville will have the right to inspect the Product at the User's premises, or request the unit be returned to Breville for inspection, and to request all of User's records pertaining to the Product.

### **Exclusions from and Conditions to Warranty Coverage**

This Warranty does not cover the following:

- Product transferred from original owner to another party or moved outside the USA and Canada.
- Damage during Product shipment, freight, movement, assembly, or installation.
- Normal wear and tear, cosmetic damage, or gradual deterioration, including, without limitation, rust.
- Maintenance or operation not in accordance with Breville's maintenance and operating procedures.
- Product modified or altered in any way after the date of original purchase.
- Parts and accessories which carry the warranty of another supplier.

- Minor Parts: No warranty of any kind is applicable or associated with the repair or replacement of minor or wear items (switches, filters, knobs, handles, fuses, etc.).
- If failure is related to in anyway whatsoever, User or another person
  with access to the Product and any of their negligence or intentional
  misconduct, including without limitation moving, transporting or shipping
  of the Product, fire, water, accident, misuse, acts of god(s), attempted
  repair by unauthorized persons, operation or maintenance, or if used for
  any purpose other than it was originally intended.
- Expenses to provide access to the Product or any consequential damages of any kind related to the Product.
- Damage to any other property, including without limitation real property, appliances, or personal property.

## DISCLAIMER OF IMPLIED WARRANTIES & LIMITATION OF REMEDIES

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts so these disclaimers may not apply to you. THIS WARRANTY IS THE SOLE AND EXCLUSIVE OBLIGATION OF BREVILLE AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE. INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OF PERFORMANCE AND ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, YOUR SOLE AND EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO REPAIR. REPLACEMENT OR REFUND AT BREVILLE'S SOLE AND ABSOLUTE DISCRETION. Breville shall not be liable for incidental or consequential losses, including without limitation, real or personal property damage, incidental expenses, loss of sales, spoiled food, profits or goodwill, punitive or exemplary damages, whether arising in contract, tort, warranty, strict liability or otherwise.

#### **Governing Law**

This Warranty shall be governed by the laws of California, excluding any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Good is hereby excluded in its entirety from application to the Limited Warranty.

### **Statute of Limitations**

No suit shall be brought on an alleged breach of this Warranty more than one (1) year following expiration of the Warranty Period.

### CONTACT INFORMATION

Website : polyscienceculinary.com/pages/contact-us

Toll free phone number : 1-844-765-9724

Hours of operation : 8am to 5pm (Pacific Time)

Monday through Friday, excluding holidays.

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