

# WARRANTY

**Applies to all equipment manufactured after 2/1/2017. This warranty supersedes all other previous warranties that are currently in manuals (this does not apply to Little Joe and Cafe Espresso 2.0).**

**Newco warrants equipment manufactured by Newco for 1 year parts and labor. Accessories, Dispensers, and Display Tablets – 1 Year parts only. Electronic Circuit and Control Boards - 3 years parts, 1 year labor. Equipment manufactured by others and distributed by Newco - please see original equipment manufacturers warranty, Newco will follow.**

These warranty periods run from the date of sale Newco 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 Newco or that, in Newco's judgment, has been affected by misuse, neglect, alteration, improper installation or operation, relocation or reinstallation, improper maintenance or repair, incorrect voltage applied to the unit at any time, damage or casualty. This warranty does not apply to any equipment failures related to poor water quality, excessive lime and chlorine and non periodic cleaning and descaling. Warranty is null and void if muriatic or any other form of hydrochloric acid is used for cleaning or deliming. In addition, this warranty does not apply to replacement of items subject to normal use including but not limited to user replaceable parts such as faucet seat cups, sight gauge tubes, washers, o-rings, tubing, seals and gaskets.

This warranty is conditioned on the Buyer 1) giving Newco prompt notice of any claim to be made under this warranty by telephone at (800) 556-3926 or by writing to **3650 New Town Blvd, Saint Charles, MO 63301**; 2) if requested by Newco, shipping the defective equipment prepaid to an authorized Newco service location; and 3) receiving prior authorization from Newco that the defective equipment is under warranty.

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 Newco are not authorized to make modifications to this warranty or to make additional warranties that are binding on Newco. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon.

If Newco determines in its sole discretion that the equipment does not conform to the warranty, Newco, 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 Newco Authorized Service Representative; or 2) shall replace the equipment or refund the purchase price for the equipment.

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

In no event shall Newco 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.

