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.

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 here.

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.

#### WARRANTY CLAIM PROCESS

During the Warranty Period, if a Product, or one of its parts, qualifies for replacement or service under the Warranty, contact Breville by calling the Consumer Service Center (1-855-273-8456) during normal business hours.

Breville is not responsible for any damage while a Product is in transit.

### WARRANTY NOTICE TO CALIFORNIA RESIDENTS ONLY

California residents may initiate Warranty service from Breville by calling the Consumer Service Center (1-855-273-8456) during normal business hours. 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 Certified Remanufactured Product, among other rights and consumer protections. California residents need only supply their Proof of Purchase, in each case above or to Breville, for Warranty service and should call Breville for specific instructions. Breville will only be responsible for the cost of the repair, replacement, and shipping and handling for such Products under any Warranty. A retail store to which a California resident returns a Product for Warranty service may then repair the Product, refer the consumer to an independent repair facility, 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 refund for the nonconforming Product if such Product is subject to the Warranty during the Warranty Period.

# 6 MONTH CERTIFIED REMANUFACTURED LIMITED PRODUCT WARRANTY

Your Breville® Certified Remanufactured Product ("Product") is covered by a six (6) month Breville Limited Warranty ("Warranty") from the date of purchase. Should your Breville Product fail in the first six (6) months of purchase, Breville will arrange to have your Product returned and replaced by a like or comparable product delivered free of charge or repaired by an Authorized Service Agent.

### **DO NOT RETURN PRODUCT TO STORE\***

#### Warranty Claim Process:

- Locate and note the following information, usually located on the underside or back of the Product, either on a sticker or an imprinted graphic.
  - Model Number (starts with an "RM")
  - Batch Code (3 or 4 digit number)
  - Serial Number (12 digit alpha-numeric code).
- 2. Have the original or a copy of the sales receipt.
- 3. Contact Breville:

Website: brevilleusa.com/certified

Toll Free: 1-855-273-8456

Hours: 8am to 5pm (Pacific Time)

Monday through Friday,

excluding holidays

4. If the Product, or one of its parts, qualifies for replacement or service under the Warranty, Breville will arrange to have your Product returned and replaced by a like or comparable product delivered free of charge or repaired by an Authorized Service Agent. Example only.

The placement of the "Model Number", 
"Batch Code" & "Serial Number" will ve

"Batch Code" & "Serial Number" will vary depending on your Product.



<sup>\*</sup> California Residents Please see paragraph entitled "Warranty Notice to California Residents Only".



## BREVILLE® 6 MONTH CERTIFIED REMANUFACTURED LIMITED PRODUCT WARRANTY

#### INTRODUCTION

Your Breville® Certified Remanufactured Product ("Product") is covered by a six (6) month Breville Limited Warranty ("Warranty") from the date of purchase. Should your Breville Product fail in the first six (6) months of purchase, Breville will arrange to have your Product returned and replaced by a like or comparable product delivered free of charge or repaired by an Authorized Service Agent.

This Warranty in non transferable and applies to a Breville Certified Remanufactured Product ("Product") purchased from a retailer by the consumer for personal and/or household use within the Covered Territory.

#### COVERED TERRITORY

Covered Territory is made up of the 50 United States, the District of Columbia and Puerto Rico.

## TERMS OF LIMITED PRODUCT WARRANTY COVERAGE

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

- Breville hereby provides a limited non-transferable Product Warranty for six (6) months from the date of purchase against Product failure.
- The Warranty commences on the date of Product purchase by the consumer and ceases on the 6 month anniversary date of such Product purchase ("Warranty Period").
- 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 of the Product purchase from a retailer or the retailer Product purchase invoice, showing the Model Number, payment and the date of the Product purchase. Product registration with Breville, while appreciated, is not a substitute for a Proof of Purchase and does not envoke the benefits of the Warranty.

4. In the event the Warranty Period for a Product has expired, or if a Product does not qualify for Warranty service, repair or replacement, consumers may still buy replacement parts or have Products repaired by one of Breville's Authorized Service Agents. Please contact Breville for further information.

#### EFFECT OF THE PRODUCT WARRANTY

- Within the Warranty Period, Breville may, at its sole discretion, either repair the Product with new or remanufactured parts, or replace the Product entirely with a like or comparable product delivered free of charge.
- 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 applicable to such Product.
- All exchanged or substituted parts and Products replaced under Warranty service will become the property of Breville. Repaired or replaced Products or parts thereof will be warranted by Breville for six (6) months from the date of Warranty service.

#### PRODUCT WARRANTY LIMITATIONS

- Breville's obligation to the consumer with regard to the Warranty for any Product is limited to the repair or replacement of any defective Product or parts pursuant to the terms and conditions of the Warranty.
- This Warranty is only valid for Products purchased and used within the Covered Territory.
- 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).
- 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.

- No other warranties, express or implied, are made by Breville or 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.
- 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, 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 in accordance with or not contemplated by the instruction manual provided by Breville with the Product, or by otherwise failing to follow safety, operating, care or cleaning instructions:
  - Products where the model number or serial number has been removed, replaced, altered or rendered illegible;
  - Products which have been altered, modified and repaired in any way not expressly authorized by Breville;
  - Non-manufacturer defects such as mishandling during transportation, drops, spills and extreme temperature;
  - Cosmetic damages (examples include but are not limited, to scratches, imprint/water marks, cracks and dents);
  - 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 manual;
  - Products for which a consumer has no Proof of Purchase or for which the 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 eBay®); or
- Unauthorized Product returns by the consumer.

## WARRANTY DISCLAIMERS AND ACKNOWLEDGEMENTS

NONE OF BREVILLE, OR 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. (For illustrative purposes only, as examples, 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 howsoever resulting from such loss), MALFUNCTION, OF ANY PRODUCT, OR ANY OTHER LOSS OR DAMAGE ARISING OUT OF ANY BREACH OF THIS WARRANTY FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT. TORT OR OTHERWISE, RESULTING FROM THE USE, OR MALFUNCTION, OF ANY PRODUCT, OR ANY OTHER LOSS OR DAMAGE ARISING OUT OF ANY BREACH OF THIS WARRANTY FROM THE USE OF THE PRODUCT.

NOTE: Some Jurisdictions do not allow the exclusion or limitation for incidental or consequential damages, or limitations on how long an implied warranty lasts, so the foregoing disclaimer may not apply to those particular Jurisdictions.

2