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TERMS AND CONDITIONS OF PURCHASE FROM ESPRESSO PARTS, LLC. dba/ ASCASO-USA.COM.

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCEPTING DELIVERY OF THE PRODUCT(S). ACCEPTANCE OF DELIVERY INDICATES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ESPRESSO PARTS, LLC. dba/ASCASO-USA.COM ("ASCASO-USA") WARRANTS THAT THE PRODUCT(S) MEETS ANY SPECIFIC WARRANTIES EXTENDED BY ASCASO FACTORY, SLU AND ASCASO-USA. FOR WARRANTY TERMS AND CONDITIONS, PLEASE REFER TO EACH PRODUCT'S WARRANTY DOCUMENT.

EXCEPT AS SPECIFICALLY STATED ABOVE, ASCASO-USA DISCLAIMS AND EXCLUDES TO THE GREATEST EXTENT ALLOWED BY LAW ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT(S) THAT IT SELLS AND/OR DISTRIBUTES. SUCH DISCLAIMER APPLIES TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE PRODUCT(S) IS FIT FOR ANY PARTICULAR USE.

THE REMEDIES HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER AND ANY THIRD PARTY FOR ANY FAILURE OF A PRODUCT(S), AND/OR CLAIM ARISING OUT OF SALE OR USE OF A PRODUCT(S). NEITHER ASCASO-USA NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCT(S) SHALL BE LIABLE, EXCEPT AS SPECIFICALLY ALLOWED ABOVE, TO PURCHASER OR ANY THIRD PARTY, FOR ANY DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED BENEFITS, OR OTHER INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT(S), WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY WARRANTY OR OTHERWISE, EVEN IF ASCASO-USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY OTHER CLAIM BY ANY OTHER PARTY.

IN ADDITION, TO THE EXTENT THAT ASCASO-USA IS LIABLE FOR DAMAGES, PURCHASER HEREBY WAIVES, RELEASES AND RELINQUISHES ANY CLAIM AGAINST ASCASO-USA FOR DAMAGES THAT EXCEED THE PRICE OF THE PRODUCT(S). ALL OTHER CLAIMS TO RECOVER DAMAGES IN EXCESS OF THIS AMOUNT, INCLUDING FOR ATTORNEYS' FEES AND COSTS, ARE HEREBY WAIVED BY PURCHASER.

ALL DISPUTES BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO THOSE ARISING OUT OF PURCHASE AND/OR USE OF THE PRODUCT(S), SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, REGARDLESS OF THE NATURE OF THE DISPUTE, INCLUDING, BUT NOT LIMITED TO, DISPUTES OR CLAIMS ARISING OUT OF TORT, THE UCC, CONTRACT, STATUTE, PRODUCT(S) LIABILITY, OR UNDER ANY WARRANTY OR TERM AND CONDITION OF THE ACQUISITION.

ALL DISPUTES ARISING OUT OF USE AND/OR PURCHASE OF THE PRODUCT(S) SHALL BE BROUGHT IN THE WASHINGTON STATE SUPERIOR COURT, THURSTON COUNTY, WHICH IS LOCATED IN, OLYMPIA WASHINGTON. PURCHASER HEREBY WAIVES ANY CHALLENGE TO SUBJECT MATTER OR PERSONAL JURISDICTION, OR VENUE BY THE WASHINGTON STATE SUPERIOR COURT, THURSTON COUNTY.

ANY WARRANTY STATED HERE ONLY EXTENDS TO THE ORIGINAL PURCHASER AND IS NOT TRANSFERABLE OR ASSIGNABLE.

ANY WARRANTY STATED HERE IS WAIVED AND CANCELLED IF THE PRODUCT(S) IS INSTALLED OR USED DIFFERENTLY THEN AS DESCRIBED IN ANY INSTRUCTIONS OR OWNERS MANUAL OR WARRANTY DOCUMENT.

TAMPERING WITH OR CHANGING THE PRODUCT(S) IN ANY WAY WILL VOID ANY WARRANTY FROM ASCASO-USA.

ASCASO-USA RESERVES THE RIGHT TO CHANGE OR MODIFY THE TERMS AND CONDITIONS HEREIN WITHOUT NOTICE.

ALL INVOICES SHALL BE PAID ACCORDING TO THE PAYMENT TERMS ON THE FRONT OF THE INVOICE. ANY AMOUNT DUE THAT REMAINS UNPAID BEYOND 30 DAYS FROM ISSUANCE OF THIS INVOICE SHALL ACCRUE INTEREST AT 21% PER YEAR, OR SUCH RATE OTHERWISE ALLOWED BY THE STATE OF WASHINGTON, WHICHEVER IS LESS. PURCHASER SHALL PAY ALL SHIPPING COSTS FOR THE PRODUCT(S), AND SHIPPING SHALL BE F.O.B. ASCASO-USA'S DISTRIBUTION FACILITY, WITH ALL RISK OF DAMAGE AND/OR LOSS BORN BY PURCHASER.

ALL DEPOSITS RECEIVED ON THIS ORDER ARE NON-REFUNDABLE. THIS ORDER IS NON-CANCELABLE BY BUYER. ANY DEVIATION FROM THIS POLICY MUST HAVE APPROVAL OF ASCASO-USA MANAGEMENT, AND ANY CANCELLATION ACCEPTED SHALL BE DEEMED TO HAVE DAMAGED ASCASO-USA TO EXTENT OF, BUT NOT LIMITED TO, THE AMOUNT HELD AS NON-REFUNDABLE DEPOSIT, AND THUS, DEPOSIT SHALL BE FORFEITED. BUYER WILL BE HELD RESPONSIBLE FOR ALL CHARGES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CHARGES AND ATTORNEY'S FEES WHICH MAY ARISE AS A RESULT OF ANY CANCELLATION.

WHERE THERE IS ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS INVOICE AND A PURCHASE ORDER, INSTRUCTIONS, SPECIFICATIONS OR OTHER REPRESENTATIONS BY THE PURCHASER, THE TERMS AND CONDITIONS OF ANY INVOICE SHALL CONTROL. WHEN A CHECK IS PROVIDED AS PAYMENT, THE PURCHASER AUTHORIZES ASCASO-USA TO USE THE INFORMATION FROM THE CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM THE PURCHASER'S ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION. FUNDS MAY BE WITHDRAWN FROM YOUR ACCOUNT AS SOON AS THE SAME DAY THE CHECK IS RECEIVED AND YOU WILL NOT RECEIVE THE CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IF YOUR PAYMENT IS RETURNED DUE TO INSUFFICIENT FUNDS, YOU AUTHORIZE ASCASO-USA TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT TO COLLECT A FEE AS ALLOWED BY STATE LAW (\$40 IN THE STATE OF WASHINGTON).

TO THE EXTENT ALLOWED BY LAW, FOR ANY SALE OF PRODUCT(S) THAT IS ON PAYMENT, ASCASO-USA SHALL HAVE A PURCHASE MONEY SECURITY INTEREST IN SUCH PRODUCT(S), AND IN ANY PROCEEDS FROM THE SALE OF SUCH PRODUCT(S). PURCHASER AGREES THAT IT WILL EXECUTE ANY AND ALL DOCUMENTS REQUESTED BY ASCASO-USA TO PERFECT SUCH SECURITY INTEREST.

THE TERMS AND CONDITIONS SET OUT HEREIN APPLY WITH EQUAL FORCE TO ASCASO FACTORY, SLI.

#### RETURN POLICY AND 100% ORDER ACCURACY GUARANTEE

ASCASO-USA IS PROUD TO OFFER A 100% ACCURACY GUARANTEE. IF ASCASO-USA MAKES A MISTAKE ON YOUR ORDER, ASCASO-USA WILL PAY 100% OF THE COST TO CORRECT THE MISTAKE, INCLUDING SHIPPING. PLEASE ENSURE THE ACCURACY OF ALL PURCHASE ORDERS AS ALL ACCURATELY FILLED SALES ARE FINAL.

IN ORDER TO QUALIFY FOR THE 100% ACCURACY GUARANTEE, ORDERS MUST BE TRANSMITTED VIA WEBSITE PORTAL ON ASCASO-USA.COM OR ESPRESSOPARTS.COM. ORDERS TRANSMITTED VERBALLY ARE ABSOLUTELY FINAL AND DO NOT QUALIFY FOR THE 100% ACCURACY GUARANTEE.

ASCASO-USA'S EXPERT TECHNICIANS WILL WORK DILIGENTLY WITH YOU TO HELP DETERMINE WHICH PARTS YOU MAY NEED TO ORDER BUT ASCASO-USA DOES NOT TAKE RESPONSIBILITY FOR REMOTE DIAGNOSTICS OR ORDERS TRANSMITTED VERBALLY. ALL RECOMMENDATIONS ON PARTS AND PROCEDURES ARE MADE WITHOUT ANY GUARANTEES.

ASCASO-USA HAS UNIQUE RETURN POLICIES DEPENDING ON EQUIPMENT CLASS AND CUSTOMER CLASS. PLEASE CONTACT [INFO@ASCASO-USA.COM](mailto:INFO@ASCASO-USA.COM) OR [INFO@ESPRESSOPARTS.COM](mailto:INFO@ESPRESSOPARTS.COM) TO INQUIRE ABOUT YOUR OPTIONS FOR RETURNING EQUIPMENT. MOST SALES ARE FINAL. RESTOCKING FEES MAY APPLY. RETURN POLICIES ARE SUBJECT TO CHANGE.

#### WARRANTY & CLAIM PROCEDURE

PROOF OF PURCHASE. PLEASE RETAIN A COPY OF THE ORIGINAL INVOICE AS PROOF OF PURCHASE, IN ORDER FOR THE WARRANTY GUARANTEE TO BE VALID.

ORIGINAL PACKAGING. PLEASE RETAIN ORIGINAL PACKAGING FOR THE DURATION OF THE WARRANTY PERIOD TO ENSURE THE SAFEST SHIPPING, IF NEEDED IN THE CASE OF WARRANTY ISSUES.

DEFINITIONS. "COMMERCIAL" MEANS EQUIPMENT INTENDED FOR COMMERCIAL USE AS SPECIFIED BY THE USER MANUAL.

#### WARRANTY COVERAGE:

- 12-MONTH WARRANTY, WE GUARANTEE ALL PRODUCTS AGAINST DEFECTS CAUSED BY FAULTY WORKMANSHIP AND MATERIALS FOR TWELVE MONTHS OF COMMERCIAL USE FROM THE DATE OF PURCHASE.
- 5-YEAR WARRANTY, WE GUARANTEE ALL THERMOBLOCK BOILERS, BOILERS, AND GROUPS AGAINST DEFECT CAUSED BY FAULTY WORKMANSHIP AND MATERIALS FOR FIVE YEARS OF COMMERCIAL USE FROM THE PURCHASE DATE.
- DURING THE GUARANTEE PERIOD ASCASO-USA WILL REPAIR OR REPLACE ANY DEFECTIVE PRODUCT, AT THE DISCRETION OF ASCASO-USA. ASCASO-USA WILL COVER SHIPPING COSTS, PARTS, AND LABOR FOR WARRANTY REPLACEMENT ISSUES, FOR THE DURATION OF THE COVERAGE FOR RETAIL CUSTOMERS.
- [WHOLESALE CUSTOMERS MUST ADHERE TO THE WHOLESALE CUSTOMER GUIDELINES](#). WHOLESALE CUSTOMERS ARE RESPONSIBLE FOR DIRECT EQUIPMENT WARRANTY CLAIMS. IF YOU PURCHASED AN ASCASO MACHINE WITH AN AUTHORIZED RESELLER PLEASE CONTACT THEM DIRECTLY TO INITIATE YOUR WARRANTY CLAIM.
- WARRANTY EXCLUSIONS, ASCASO-USA RESERVES THE RIGHT TO CHANGE OR MODIFY THE TERMS AND CONDITIONS HEREIN WITHOUT NOTICE. THIS GUARANTEE EXCLUDES DEFECTS CAUSE BY BUT NOT LIMITED TO THE FOLLOWING ISSUES;
  - PRODUCT NOT BEING USED IN ACCORDANCE WITH INSTRUCTIONS OR DESIGNED PURPOSE.
  - ACCIDENTAL DAMAGE, MISUSE, ALTERATIONS, OR TAMPERING BY UNAUTHORIZED PERSONS.
  - REPAIRS OR DISMANTLING BY UNAUTHORIZED PERSONNEL.
  - USE OF NON-ASCASO COMPONENTS.

- REMOVAL OR ALTERING OF SERIAL NUMBERS.
- LACK OF PROPER CLEANING AND MAINTENANCE.
- PARTS THAT ARE SUBJECT TO NORMAL WEAR AND TEAR ARE NOT COVERED UNDER THE WARRANTY. THIS INCLUDES ITEMS LIKE GASKETS, PORTAFILTER BASKETS, SCREENS, ETC.
- PROBLEMS RELATED TO WATER DAMAGE, POOR WATER QUALITY, AND SCALING ARE NOT COVERED UNDER WARRANTY.
- COSMETIC ISSUES (SCRATCHES, SURFACE MARRING).
- WARRANTY IS NON-TRANSFERABLE.

CONTACT ASCASO-USA REGARDING ANY CLAIM TO BE MADE UNDER WARRANTY BY PHONE OR EMAIL. COMPLETE THE DEFECTIVE PART WARRANTY CLAIM FORM FOUND ON ASCASO-USA'S WEBSITE. SHIP THE COMPLETED CLAIM SHEET WITH THE DEFECTIVE MERCHANDISE PREPAID TO ASCASO-USA, ATTN: RETURNS DEPT, 4315 LACEY BLVD SE, LACEY, WASHINGTON 98503. IF ASCASO-USA DETERMINES THE PRODUCT IS COVERED UNDER WARRANTY, THE PURCHASE PRICE OF THE PART WILL BE CREDITED TO THE RESELLER'S ACCOUNT WITH ASCASO-USA. DEFECTS NOT COVERED UNDER WARRANTY ARE SUBJECT TO TECHNICIAN SERVICE FEES AND PART REPLACEMENT COSTS.