



4315 LACEY BOULEVARD SE, LACEY, WASHINGTON 98503 INFO@ESPRESSOPARTS.COM PHONE: (800) 459-5594 LOCAL: (360) 357-7781

## **EQUIPMENT TERMS AND CONDITIONS OF PURCHASE FROM ESPRESSO PARTS, LLC.**

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 and Fiorenzato-USA.com) warrants that the product(s) meets any specific warranties extended by the manufacturer. For warranty terms and conditions, please refer to each product's warranty document.

Except as specifically stated above, Espresso Parts 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 the purchaser and any third party for any failure of a product(s) and/or claim arising out of the sale or use of a product(s). neither Espresso Parts 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 the 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 Espresso Parts has been advised of the possibility of such damages or for any other claim by any other party.

In addition, to the extent that Espresso Parts is liable for damages, the purchaser hereby waives, releases, and relinquishes any claim against Espresso Parts for damages that exceed the price of the product(s). all other claims to recover damages in excess of this amount, including attorneys' fees and costs, are hereby waived by the purchaser.

all disputes between the parties, including, but not limited to those arising out of the 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 use, 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 to 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 canceled if the product(s) is installed or used differently than 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 Espresso Parts.

Espresso Parts reserves the right to change or modify the terms and conditions herein without notice.

The terms and conditions set out herein apply with equal force to all equipment manufacturers.

COMMERCIAL EQUIPMENT RETURN POLICY AND 100% ORDER ACCURACY GUARANTEE

Espresso Parts (dba Ascaso-USA.com and Fiorenzato-USA.com) is proud to offer a 100% accuracy guarantee. If Espresso Parts makes a mistake on your order, Espresso Parts will cover the shipping costs to correct the error. To qualify for the 100% accuracy guarantee, orders must be transmitted via the website on Ascaso-USA.com, Fiorenzato-USA.com or EspressoParts.com.

Espresso Parts' expert technicians will work diligently with you to help determine which parts you may need to order but Espresso Parts does not take responsibility for remote diagnostics or orders transmitted verbally. All recommendations on parts and procedures are made without any guarantees.

All commercial equipment sales are typically final and subject to restocking fees. Website purchases for commercial equipment is typically not eligible for return or exchange. Espresso Parts has the right to waive the finality of orders within 20-days of purchase and will assess a minimum restocking fee and a fee to cover return freight shipping for heavyweight equipment.

## **HOW TO REQUEST AN EXCHANGE OR RETURN**

Website purchases for commercial equipment are typically not eligible for return or exchange. Espresso Parts has the right to waive the finality of orders and will assess a minimum restocking fee and a fee to cover return freight shipping for heavyweight equipment.

Machines authorized for return must be received in 'New' condition in original packaging. 'New' product is an item that has NOT been removed from its box and used. All items, components, manuals, and packing materials must be in their original packaging. The product must NOT be functionally or cosmetically damaged in any way. You must first obtain a Return Merchandise Authorization (RMA) number from us for your exchange or return to be accepted.

All returned equipment is subject to minimum restocking fees and return freight shipping fees. Additional cleaning, refurbishment, and replacement packaging fees may be applied:

- 1. All restocking fees will be assessed and applied based on the sole discretion of EspressoParts.com.
- 2. If your equipment arrives in new, closed box condition, we will refund your original payment method less other restocking fees, original shipping & handling costs, and return freight shipping fees for heavy equipment.

Contact us via email (info@espressoparts.com) Let us know why you'd like to return the machine—we'll help you determine if there is an exchange that will better suit your needs. We will send an RMA email to you with detailed instructions on exchanging or returning your merchandise. Please read the email in its entirety and take care to properly prepare your machine for return. This can help avoid additional charges assessed to your return.

Note: Equipment that has been modified or customized is not eligible for return.

## **COMMERCIAL 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 the 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:**

- 24-month warranty, we guarantee all products against defects caused by faulty workmanship and materials for twenty-four months of commercial use from the date of purchase.
- Ascaso Commercial Brand only; 5 year warranty on thermoblocks. We guarantee all thermoblock boilers, boilers, and
  groups against defect caused by faulty workmanship and materials for five years of commercial use form the purchase
  date.
- At the sole discretion of Espresso Parts, we 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 Espresso Parts machine with an authorized reseller, please contact
  them directly to initiate your warranty claim.
- Warranty exclusions, Espresso Parts reserves the right to change or modify the terms and conditions herein without notice. this guarantee excludes defects caused by but is not limited to the following issues;

- o Concealed damage not reported within (3) three business days of receipt.
- Product not being used in accordance with instructions or designed purpose. Product placed in storage.
- Accidental damage, misuse, alterations, or tampering by unauthorized persons.
- o Repairs or dismantling by unauthorized personnel.
- Use of non-Espresso Parts components.
- o 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 warranty. This includes items like gaskets, portafilter baskets, screens, etc.
- Problems related to water damage, inadequately conditioned water not within manufacturer specifications, and scaling are not covered under warranty. Water treatment systems such as filter systems and cartridges must be maintained to ensure warranty coverage.
- Cosmetic issues (scratches, surface marring).
- o The warranty is non-transferable.

For warranty claim inquiries regarding commercial equipment please contact Espresso Parts by phone or email (<a href="mailto:info@espressoparts.com">info@espressoparts.com</a> or 800-459-5594). Defects not covered under warranty are subject to technician service fees and part replacement costs.

#### **COMMERCIAL DELIVERY & ACCEPTANCE**

In addition, please be aware of the following important details regarding acceptance and delivery of your new product(s);

### **Equipment & Oversized Freight Shipments:**

- Please note that freight shipping charges online are estimated and do not take into account additional insurance, limited access charges, lift gate charges, or any other surcharges.
- See our full shipping policy here.
- Equipment orders undergo thorough bench testing prior to departure and typically ship within 7-10 business days unless otherwise noted.
- Equipment orders and freight shipments must be signed for by an adult upon delivery.
- Equipment orders and freight shipments will be delivered curbside on a full-size truck.

# **Customer Responsibility:**

- Be available to receive and sign for freight shipments.
- Notate "FURTHER INSPECTION REQUIRED FOR CONCEALED DAMAGE" on the carrier's Proof of Delivery (POD) before signing. We have three (3) days after receipt of shipment to file a claim for concealed damage.
  - o Inspect the product immediately upon receipt for concealed damage.
- When signing your name on the POD without declaring these exceptions, you are stating that you have received your shipment in acceptable condition and accepting responsibility for concealed damage.
  - Without declaring exceptions on the POD you are accepting financial responsibility for concealed damage. You
     will be subject to return shipping charges, technician charges, and replacement parts costs.

# Damaged or Missing Items Claim:

- If the product arrives in clearly damaged condition, do not sign the POD, notate the damage on the POD, take pictures of the damage and POD, sign the POD to accept the delivery.
  - o Contact us immediately.
- If there appears to be light damage or missing items then notate on the POD before signing. (examples; "missing 2 pieces", "damage to crate", "further inspection required").
- Keep a copy or take a picture of the POD with your notes.
- Keep the damaged packing materials and take pictures of the damaged materials and products.
  - If you discard the packing materials you are accepting financial responsibility to replace the packing materials if required for return shipping.
- Contact Espresso Parts Customer Service within three (3) days of receipt to file a claim for any concealed damage. We
  have three (3) days after receipt of shipment to file a claim with the carrier for concealed damage.
- When signing your name on the POD without declaring these exceptions, you are stating that you have received your shipment in acceptable condition and accepting responsibility for concealed damage.
  - Without declaring visible damage or further inspection required exceptions you are accepting financial responsibility for concealed damage. You will be subject to return shipping charges, technician charges, and replacement parts costs.

## DOMESTIC- HOME USE EQUIPMENT RETURN POLICY AND 100% ORDER ACCURACY GUARANTEE.

Espresso Parts (dba Ascaso-USA and Fiorenzato-USA) is proud to offer a 100% accuracy guarantee. If Espresso Parts makes a mistake on your order, Espresso Parts will cover the shipping costs to correct the mistake. In order to qualify for the 100% accuracy guarantee, orders must be transmitted via the website on Fiorenzato-USA.com, Ascaso-USA.com or EspressoParts.com.

Espresso Parts' expert technicians will work diligently with you to help determine which parts you may need to order but Espresso Parts does not take responsibility for remote diagnostics or orders transmitted verbally. All recommendations on parts and procedures are made without any guarantees.

All Wholesale Customer sales are final. Espresso Parts has the right to waive the finality of orders for wholesale customers within 20 days of the ship date. Retail customer website purchases at Fiorenzato-USA.com, Ascaso-USA.com and EspressoParts.com are typically eligible for return or exchange within 20 days of the shipping date. Wholesale customers are responsible for return shipping fees and liable for damages or lost equipment.

# WHOLESALE CUSTOMER; HOW TO REQUEST AN EXCHANGE OR RETURN

Website purchases at Fiorenzato-USA.com, Ascaso-USA.com and EspressoParts.com purchased at Wholesale Price is typically not eligible for return. Espresso Parts has the right to waive the finality of orders for Wholesale Customers within the first 20-days after purchase and will assess a 10% restocking fee. Machines must be received in 'New' condition in original packaging, closed box condition. 'New' product is an item that has NOT been removed from its box and used. All items, components, manuals, and packing materials must be in their original packaging. The product must NOT be functionally or cosmetically damaged in any way. You must first obtain a Return Merchandise Authorization (RMA) number from us for your exchange or return to be accepted.

All returned equipment is subject to a minimum 10% restocking fee. Additional cleaning, refurbishment, and replacement packaging fees may be charged as follows:

- 1. 10% Restocking Fee: Equipment returned in closed box condition. No power. No water.
- 2. 20% Restocking Fee: Equipment returned in open box condition.
- 3. Equipment received beyond the above-noted condition with any damage is not returnable, and we will contact you to send the machine back.
- 4. All restocking fees will be assessed and applied based on the sole discretion of Espresso Parts

Contact us via email (info@espressoparts.com) Let us know why you'd like to return the machine—we'll help you determine if there is an exchange that will better suit your needs. We will send an RMA email to you with detailed instructions on exchanging or returning your merchandise. Please read the email in its entirety and take care to properly prepare your machine for return. This can help avoid additional charges assessed to your return.

Note: Equipment that has been modified or customized is not eligible for return.

# **RETAIL CUSTOMER**; HOW TO REQUEST AN EXCHANGE OR RETURN

USED-LIKE NEW Machines ALL SALES FINAL. NO RETURNS. Espresso Parts will gladly accept unused or defective general merchandise "merchandise" for a return for refund or exchange within 20-days of the ship date. New machines must be returned in 'Like New' condition in original packaging. 'Like new' product is an item that has been removed from its box and used as intended by the manufacturer for a short period of time. All items, components, manuals, and packing materials must be returned to their original packaging. The product must be clean and dry upon return to our warehouse. Any item returned to us that requires extensive cleaning will incur a cleaning deduction from the refund, or be refused. The product must not be functionally or cosmetically damaged in any way. You must first obtain a Return Merchandise Authorization (RMA) number from us for your exchange or return to be accepted.

**All returned equipment is subject to a minimum 2.5% restocking fee.** Additional cleaning, refurbishment, and replacement packaging fees may be charged as follows:

- 10% Restocking Fee: Any grinders that have had <u>any</u> beans run through the grinding chamber, regardless of prior cleaning and appearance. Damaged or missing packaging or accessories or equipment returned wet, dirty, and requiring additional cleaning.
- 2. 15% Restocking Fee: Equipment returned with cosmetic damage requiring labor to correct including surface scratches on painted or polished surfaces.
- 3. 25% Restocking Fee: Equipment returned with severe cosmetic damage requiring extensive repair including scratches or chips deep into the finish, or dented body panels. Extremely dirty equipment requiring 1 hour or more of cleaning.

Equipment received beyond the above-noted damage is not returnable, and we will contact you to send the machine back.

All restocking fees will be assessed and applied based on the sole discretion of Ascaso-USA.com and EspressoParts.com.

Contact us via email (info@espressoparts.com) Let us know why you'd like to return the machine—we'll help you determine if there is an exchange that will better suit your needs. We will send an RMA email to you with detailed instructions on exchanging or returning your merchandise. Please read the email in its entirety and take care to properly prepare your machine for return. This can help avoid additional charges assessed to your return.

Note: Equipment that has been modified or customized is not eligible for return.

#### **DOMESTIC (HOME) 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 the original packaging for the duration of the warranty period to ensure the safest shipping, if needed in the case of warranty issues.

**DEFINITIONS.** "domesticl" means equipment intended for home 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.
- Ascaso Brand only; 5 year warranty on thermoblocks. We guarantee all thermoblock boilers, boilers, and groups against
  defect caused by faulty workmanship and materials for five years of commercial use form the purchase date.
- At the sole discretion of Espresso Parts, we 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 Espresso Parts machine with an authorized reseller, please contact them directly to initiate your warranty claim.
- Warranty exclusions, Espresso Parts reserves the right to change or modify the terms and conditions herein without notice. this guarantee excludes defects caused by but is not limited to the following issues;
  - o Concealed damage not reported within (3) three business days of receipt.
  - o Product not being used in accordance with instructions or designed purpose. Product placed in storage.
  - o Accidental damage, misuse, alterations, or tampering by unauthorized persons.
  - o Repairs or dismantling by unauthorized personnel.
  - Use of non-Espresso Parts components.
  - o 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 warranty. This includes items like gaskets, portafilter baskets, screens, etc.
  - Problems related to water damage, inadequately conditioned water not within manufacturer specifications, and scaling are not covered under warranty. Water treatment systems such as filter systems and cartridges must be maintained to ensure warranty coverage.
  - o Cosmetic issues (scratches, surface marring).
  - The warranty is non-transferable.

For warranty claim inquiries regarding commercial equipment please contact Espresso Parts by phone or email (<a href="mailto:info@espressoparts.com">info@espressoparts.com</a> or 800-459-5594). Defects not covered under warranty are subject to technician service fees and part replacement costs.

### **DOMESTIC DELIVERY & ACCEPTANCE**

In addition, please be aware of the following important details regarding acceptance and delivery of your new product(s);

## **Equipment & Oversized Freight Shipments:**

 Please note that freight shipping charges online are estimated and do not take into account additional insurance, limited access charges, lift gate charges, or any other surcharges.

- See our full shipping policy here.
- Equipment orders undergo thorough bench testing prior to departure and typically ship within 7-10 business days unless
  otherwise noted
- Equipment orders and freight shipments must be signed for by an adult upon delivery.
- Equipment orders and freight shipments will be delivered curbside on a full-size truck.

## **Customer Responsibility:**

- Be available to receive and sign for freight shipments.
- Notate "FURTHER INSPECTION REQUIRED FOR CONCEALED DAMAGE" on the carrier's Proof of Delivery (POD) before signing. We have three (3) days after receipt of shipment to file a claim for concealed damage.
  - Inspect the product immediately upon receipt for concealed damage.
- When signing your name on the POD without declaring these exceptions, you are stating that you have received your shipment in acceptable condition and accepting responsibility for concealed damage.
  - Without declaring exceptions on the POD you are accepting financial responsibility for concealed damage. You will be subject to return shipping charges, technician charges, and replacement parts costs.

## **Damaged or Missing Items Claim:**

- If the product arrives in clearly damaged condition, do not sign the POD, notate the damage on the POD, take pictures of
  the damage and POD, sign the POD to accept the delivery.
  - Contact us immediately.
- If there appears to be light damage or missing items then notate on the POD before signing. (examples; "missing 2 pieces", "damage to crate", "further inspection required").
- Keep a copy or take a picture of the POD with your notes.
- Keep the damaged packing materials and take pictures of the damaged materials and products.
  - If you discard the packing materials you are accepting financial responsibility to replace the packing materials if required for return shipping.
- Contact Espresso Parts Customer Service within three (3) days of receipt to file a claim for any concealed damage. We
  have three (3) days after receipt of shipment to file a claim with the carrier for concealed damage.
- When signing your name on the POD without declaring these exceptions, you are stating that you have received your shipment in acceptable condition and accepting responsibility for concealed damage.
  - Without declaring visible damage or further inspection required exceptions you are accepting financial responsibility for concealed damage. You will be subject to return shipping charges, technician charges, and replacement parts costs.

Our goal is to offer the highest quality products within the specialty coffee trade. We are happy to work with the manufacturer to ensure their warranty is enforced and your investment is protected.

Thank you again for choosing Espresso Parts! Please contact our amazing customer support team at 800.459.5594 / 360.357.7781 or info@espressoparts.com if you have any questions in regards to these policies.