



Commercial Product Warranty

Bunn-O-Matic Commercial Product Warranty

Bunn-O-Matic Corp. ("BUNN") warrants equipment manufactured by it as follows:

- 1) Airpots, thermal carafes, decanters, GPR servers, iced tea/coffee dispensers, MCR/MCP/MCA single cup brewers thermal servers and ThermoFresh servers (mechanical and digital) - 1 year parts and 1 year labor.
- 2) All other equipment - 2 years parts and 1 year labor plus added warranties as specified below:
 - a) Electronic circuit and/or control boards - parts and labor for 3 years.
 - b) Compressors on refrigeration equipment - 5 years parts and 1 year labor.
 - c) Grinding burrs on coffee grinding equipment to grind coffee to meet original factory screen sieve analysis - parts and labor for 4 years or 40,000 pounds of coffee, whichever comes first.

These warranty periods run from the date of installation. BUNN 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 BUNN or that, in BUNN's judgment, has been affected by misuse, neglect, alteration, improper installation or operation, improper maintenance or repair, non periodic cleaning and descaling, equipment failures related to poor water quality, damage or casualty. In addition, the warranty does not apply to replacement of items subject to normal use including but not limited to user replaceable parts such as seals and gaskets. This warranty is conditioned on the Buyer 1) giving BUNN prompt notice of any claim to be made under this warranty by telephone at (217) 529-6601 or by writing to Post Office Box 3227, Springfield, Illinois 62708-3227; 2) if requested by BUNN, shipping the defective equipment prepaid to an authorized BUNN service location; and 3) receiving prior authorization from BUNN 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 BUNN are not authorized to make modifications to this warranty or to make additional warranties that are binding on BUNN. Accordingly, statements by such individuals, whether oral or written, do not constitute warranties and should not be relied upon.

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

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

In no event shall BUNN 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.