Gold National Service Plan and Limited Warranty (effective 10/1/2020)

NUOVA DISTRIBUTION USA, LLC (hereinafter referred to as "NUOVA") warrants new espresso equipment manufactured by NUOVA SIMONELLI S.P.A to be free from defects in material or workmanship under normal use and service for a period of twenty-four (24) months from the original date of invoice, with an additional limited lifetime warranty on copper espresso machine boilers for the life of the espresso machine. Notwithstanding the foregoing, the copper boiler installed in the Athena Leva espresso machine is excluded from the additional limited lifetime boiler warranty and shall instead be covered for a period of five (5) years from the original date of invoice. NUOVA warrants all other new equipment manufactured by NUOVA SIMONELLI S.P.A. to be free from defects in material or workmanship under normal use and service for a period of twelve (12) months from the original date of invoice. This warranty is only valid for the original purchaser of the equipment ("Buyer") and is not transferable. A NUOVA APPROVED SERVICE PLAN CANNOT BE PURCHASED BY THE ORIGINAL DEALER FOR EQUIPMENT TO BE INSTALLED AND SERVICED BY THE ORIGINAL DEALER.

The obligation of NUOVA under this warranty is limited to the repair or replacement of parts, components, or assemblies that, in the opinion of NUOVA, are defective. In addition, NUOVA will pay straight time labor to repair or replace a defective component when failure occurs within twelve (12) months from the date of original installation and only when such service is performed by a NUOVA authorized service company. Labor and parts for the Oscar, Musica, Panini grills and all grinders, including the Mythos, is offsite. With an offsite warranty, any travel or freight charges incurred by the Buyer for getting the equipment or parts to and from the service technician must be covered by the Buyer.

This warranty shall not apply to: 1) any part or assembly that has been altered, modified, or changed; 2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; 3) those parts subject to wear and tear; or 4) any product that has been installed and/or maintained inconsistent with the technical instructions provided by NUOVA. THIS WARRANTY IS VOID IF ANY PRODUCT IS NOT INSTALLED BY A NUOVA AUTHORIZED SERVICE COMPANY.

All services included with this warranty must be performed by a NUOVA authorized service company. Services included with the warranty include: 1) guaranteed no freight damage; 2) receipt and inspection of all equipment; 3) equipment bench test; 4) installation and coordination of facilities; 5) water quality and clarity tests; 6) installation of equipment, including the water softening system, during normal business hours; 7) equipment maintenance training; and 8) one (1) courtesy or nuisance call within the first twelve (12) months following the original installation date. Installation and setup services are not included with the Oscar, Jazz, Panini grills and all grinders, including the Mythos.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS PROVIDED IN THIS WARRANTY WITH RESPECT TO DEFECTS IN MATERIAL AND WORKMANSHIP. The agents, dealer or employees of NUOVA are not authorized to make modifications to this warranty or to make additional warranties that are binding on NUOVA. Accordingly, statements by such individual, whether oral or written, do not constitute warranties and should not be relied upon.

In no event shall NUOVA 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. Upon the expiration of the warranty period, NUOVA'S liability under this warranty shall terminate. The foregoing warranty shall constitute the sole liability of NUOVA and the exclusive remedy of the Buyer or user.

WATER REQUIREMENTS

The installation of a water softener is mandatory when the espresso machine is fed with water that has a hardness higher than 3 grains per gallon or 50 parts per million (PPM). The pressure of the water line must be between 2 bar and 4 bar and the water must be cold, with a minimum flow rate of 1 GPM. The water also must have a filtration level below 1.0 Micron, a total dissolved solids level between 50 and 250 PPM, an alkalinity level between 10 and 150 PPM, a chlorine level less than 0.50 PPM, and a pH level between 6.5 and 8.5. MAINTAINING THE WATER AT THE REQUIRED LEVELS IS THE BUYER'S RESPONSIBILITY. FAILING TO MEET AND MAINTAIN THE WATER AT THESE LEVELS WILL VOID THE ENTIRE WARRANTY.

MAINTENANCE REQUIREMENTS

Preventive maintenance by a NUOVA authorized service company must be performed to maintain all warranties. Failure to perform proper maintenance may void the entire warranty.

WARRANTY CLAIM PROCEDURE

This warranty is conditioned on the Buyer: 1) contacting NUOVA regarding any claim to be made under this warranty by phone at 360-366-2226 or fax at 360-366-4015; and 2) providing NUOVA with the serial number of the defective product and the company you purchased the equipment from. If NUOVA determines the equipment or part is covered under warranty, NUOVA will arrange a service call with a NUOVA authorized service company.