

Breville's Limited Product Warranty

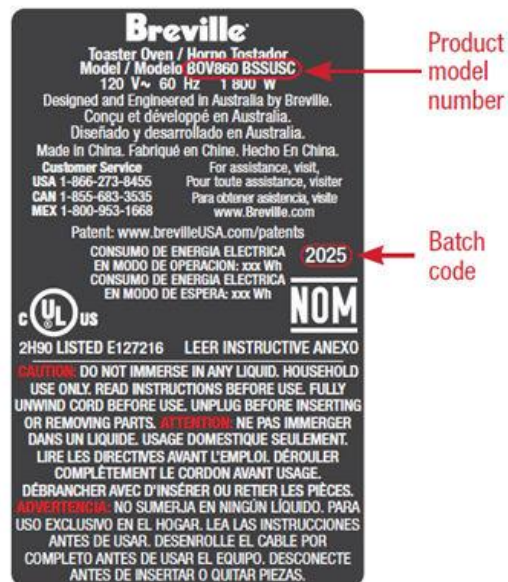
Your Breville product is covered by a Limited Warranty from the date of purchase, or if you are a resident of California, from the date of delivery. Should your Breville product have a defect in material or workmanship within the warranty period, subject to applicable terms as summarized below, Breville, at our sole discretion will repair or replace it with the same model or comparable replacement free of charge, or apply such other remedy as described below.

WARRANTY CLAIM PROCESS

DO NOT RETURN PRODUCT TO THE STORE*

Please follow these instructions to receive faster service:

1. Locate the product model number, batch code (a 3 or 4 digit number) and/or serial number. These can be found on a sticker or molded into the product housing typically located underneath or on the back of the product:



Example only. The placement of the "product model number" & "batch code" may differ slightly on your product.



2. Have the original or a copy of the sales receipt.
3. Contact Breville. Breville requests that the consumer contact Breville Consumer Support for further instructions on the warranty claim process to address the warranty claim, or to otherwise address any steps to repair and/or replace the product or part.
4. If the product, or one of its parts, qualifies for replacement or service under the warranty, Breville will send a pre-paid shipping label so that the product may be sent to Breville at no cost to you. Upon receipt of the product, Breville may ship the replacement or contact you with further information regarding repair of the product. Typical turnaround time to address warranty claims is up to 10 business days, plus shipping, depending on your geographical location and type of damage or warranty claim.
5. For additional protection of the product and to ensure secure handling while a product is being returned, Breville recommends that you use Breville's shipping label or a traceable, insured delivery service. Breville is not responsible for any damage while a product is in transit.

INTRODUCTION TO THE WARRANTY

"Breville" as used herein, shall mean either Breville USA or Breville Canada, as applicable to the Jurisdiction of original purchase of the product for which warranty coverage or service is being sought.

"Jurisdiction" shall mean either:

(i) the fifty United States and the District of Columbia only, not including any other U.S. territories, commonwealths, possessions or protectorates ("USA"), or

(ii) a province or territory of Canada ("Canada", together with the USA, collectively referred to as "North America"),

in each case of Sections (i) and (ii) above, as applicable to the consumer purchasing Breville Products (as defined below).

TERMS OF WARRANTY COVERAGE

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

1. Breville hereby provides a limited non-transferable product warranty (the “warranty”) from the date of purchase, or if you are a resident of California, from the date of delivery, of the subject product against defects in product materials or workmanship. This warranty is offered on only those Breville brand appliances (each, a “product”), purchased and used in North America by the consumer and is the sole and exclusive express warranty provided by Breville in North America for products.

2. The warranty commences on the date of product purchase in North America by the consumer, or if you are a resident of California, from the date of delivery. A Proof of purchase (as defined below) may be required by Breville from the consumer for the warranty to be effective and applicable to the Product.

3. Proof of purchase is an original or copy of the retailer sales receipt for the product purchased or the retailer product purchase invoice, showing the Product model number, payment and the date of the purchase. Product registration with Breville, while appreciated, is not required to activate any warranty and is not a substitute for a proof of purchase.

4. In the event the warranty period for a product has expired, or if a product does not qualify for warranty service, repair, replacement or reimbursement, consumers may still buy replacement parts or have products repaired by one of Breville’s authorized servicers. Please contact Breville for further information.

EFFECT OF THE WARRANTY

1. Within the warranty period, Breville may, at its sole discretion,

(i) repair the product with new or refurbished parts,

(ii) replace the product entirely, either with a new or refurbished product at no additional charge to consumer, or

(iii) reimburse the consumer the amount of the original purchase price (a “Reimbursement”);

(iv) replace defective parts that meet the performance specifications of new parts for any applicable Product.

2. 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 the balance of the original warranty period or ninety (90) days from the date of warranty service, whichever is longer.

3. In the event replacement parts or a replacement product are not available for any reason at the time of the initiation of a Product Warranty claim by consumer, Breville may, in its sole discretion, either (i) deliver to the consumer an accommodation in the form of a reasonably similar product (an “accommodation”), or (ii) provide reimbursement. Any such accommodation or reimbursement to consumer shall be in full satisfaction of any applicable product warranty claim and of Breville’s obligation to consumer under the warranty for such applicable warranty claim. The provision of an accommodation or a reimbursement terminates any further warranty coverage for such applicable product.

PRODUCT WARRANTY LIMITATIONS

1. Breville’s obligation to the consumer under the warranty for any product is limited to the repair, replacement or reimbursement of any defective product or parts pursuant to the terms and conditions of the warranty.

2. This warranty is only valid for products purchased and used in North America and shall not extend to any products purchased in North America but which are used or transferred outside any jurisdiction thereof.

3. 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).

4. 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 pursuant to the terms hereof.

5. No other express warranties may 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.

6. 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 reasons, 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 consistent with, 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 product number, model or serial number or date code have been removed, replaced, altered or rendered illegible.
- Products which have been damaged as a result of having been altered, modified and repaired in any way not expressly authorized in the instruction manual provided by Breville with the product or by any party not authorized by Breville as an authorized warranty repair specialist.
- LCD or other read-out displays on products attributable to 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, stains, etc.).
- 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 book.
- Products for which a consumer has no proof of purchase or for which the applicable 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 and other independent e-commerce sites not authorized by Breville); or
- Products returned by the consumer to Breville, not using a Breville provided shipping label which are lost, misdelivered or damaged in transit.
- A reimbursement has been provided for such product as a final remedy to a warranty claim.

WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES; ACKNOWLEDGMENTS

1.CONSUMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AS PROVIDED BY THE PROVISIONS, TERMS AND CONDITIONS HEREOF.

2. NONE OF BREVILLE, 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 (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 RESULTING FROM SUCH LOSS), OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY PRODUCT OR OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO A CONSUMER RESIDING IN THOSE PARTICULAR JURISDICTIONS.

3. EXCEPT AS STATED IN THIS WRITTEN WARRANTY, BREVILLE IS NOT MAKING AND HAS NOT MADE ANY EXPRESS REPRESENTATIONS OR EXPRESS WARRANTIES. ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

4. 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 HEREIN.

5. 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 NOTICE TO CALIFORNIA RESIDENTS ONLY

California residents may initiate warranty service by calling Breville Consumer Support toll-free at 1-866-273-8455. 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 product, among other rights and consumer protections. California residents need only supply their proof of purchase in each case above, or to contact Breville for warranty service they should call Breville Consumer Support for specific instructions. Breville will only be responsible for the cost of the repair, replacement or Reimbursement and shipping and handling for such products under its warranty. A retail store to which a California resident returns a product for warranty service may refer the consumer to a Breville Authorized Servicer, 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 Reimbursement during the warranty period for the product if such product is subject to Breville warranty.

For support with your Breville product, to make a claim or request a hard copy version of this warranty please contact our Breville Consumer Support Team by visiting our [Support page](#) or by phone 1-866-273-8455

To find the warranty length of your specific product, refer to the product page of the website for your country.