



STANDARD TERMS AND CONDITIONS OF SALE

Consumer Home Sales - La Marzocco USA

REVISED OCT 2018

APPLICABILITY

The following **Terms and Conditions of Sale** apply to the purchase of goods and/or services from La Marzocco, which operates at 1553 NW Ballard Way, Seattle, WA, 98107, unless you ("Buyer") and La Marzocco ("Seller") have entered into a written agreement which, by its express terms, supersedes these Terms & Conditions.

By placing an order for goods or services ("Purchase Order") from Seller, the Buyer agree to these Terms and Conditions as stated below.

PRICES

All prices for goods are sold FOB "Destination", in US Dollars. Prices include shipping and insurance. Price does not include any applicable taxes. Seller's prices are subject to change without notification.

SALES TAX

Unless a valid resale "certificate" is on file at the Seller's place of business, items shipped to destinations in which Seller has physical or economic nexus are subject to sales tax.

CANCELLATION

A purchase order for standard Equipment may be cancelled or modified, in whole or in part, no later than one business day prior to the shipping date.

A purchase order of custom Equipment may not be cancelled or modified, in whole or in part, without Seller's prior written consent. If cancelled a re-stocking fee of 10% may be applied, subject to Seller's sole discretion.

DELIVERY

Seller will deliver all goods for shipment by a carrier to the destination the Buyer specifies.

Seller will arrange for carriage by a common carrier in accordance with our usual practice. When shipping by Seller's selected common carrier, Seller will purchase insurance coverage on the shipment(s).

TITLE AND RISK OF LOSS OR DAMAGE

Title to, and the risk of any damage to, or loss or shortage of goods remains with the Seller until the Buyer has signed for the shipment.

INSPECTION AND ACCEPTANCE OF DELIVERIES

Immediately upon receipt of the shipment, it is the Buyer responsibility to inspect the goods for damage. Before you sign and release the carrier from liability, please follow these directions: Check the shock sensors, inspect the outside of the box, inspect the inside of the box, look closely at the machine for any cosmetic damage. Failure to report the damage upon receiving could deny damage claims.

PAYMENT

Payment is remitted at the time the order is placed via the website.

In the event payment is rejected or returned and this account is referred to collection, the Buyer will pay all costs incurred in collection. Any unpaid balance will be charged interest at the highest rate authorized by law. If suit or action by an attorney is instituted, the Buyer will bear cost of attorney fees in said suit or action. It is specifically understood that in the event of suit or action, same shall take place in King County in the State of Washington.

WARRANTY

Labor warranty is excluded on machines deemed to be used in commercial applications.

When purchased directly from the La Marzocco Home Website:

The GS3 Espresso Machine carries a 13-month parts and labor warranty.

The Linea Mini Espresso Machine carries a 24-month parts and labor warranty.

This warranty does not cover Equipment and Parts damaged by accident, abuse and/or improper use of Equipment. Improper use of Equipment includes, but is not limited to, using inadequately conditioned water (as defined in the Seller Water Specification) and the operation of Equipment without adequate water supply. All damage resulting from inadequate water conditioning is expressly excluded from this warranty. Damage resulting from improper installation of the Equipment is also expressly excluded from this warranty.

The foregoing warranty does not cover Parts subject to wear and tear as determined by Seller in its discretion. These include, but are not limited to, portafilter gaskets, inserts, and diffusion screens.

WARRANTY CLAIMS MUST BE AUTHORIZED BY A SELLER REPRESENTATIVE PRIOR TO REPAIR OR REMEDIAL ACTION.

Any warranty shall expire immediately if the Buyer or a third-party effects faulty maintenance or excessive use, or if the Buyer, following the occurrence of a defect, fail to immediately take all suitable measures to limit the damage and fail to give Seller an opportunity to remedy the defect. Seller's sole responsibility and liability under the warranty set forth herein is limited to, in Seller's sole discretion, repair or replacement of any defective Parts, unless otherwise specified.

Products where the serial number has been damaged or removed will not be eligible for warranty. Modification or service by anyone other than La Marzocco could void warranty.

RETURNS OF ESPRESSO MACHINES

Seller does not accept returns of espresso machines, unless expressly agreed to by Seller in writing. Equipment in its original packaging and accompanied by a proof of purchase, may be accepted if returned within 30 days of the original invoice. An RMA (Return Merchandise Agreement) must be issued prior to returning the equipment. A re-stocking fee of 20% may be applied, subject to Seller's sole discretion. Shipping charges associated with returns are the Buyer responsibility.

RETURNS OF PARTS, MERCHANDISE AND ACCESSORIES

Seller will accept return of Parts, Merchandise or Accessories within forty-five (45) days of the original invoice. The Parts, Merchandise and Accessories must be in working order and in saleable condition, as determined by Seller. The original packaging must be in-tact and the return must be accompanied by proof of purchase. Seller does not accept returns of electrical Parts under any circumstance. A re-stocking fee of 20% may be applied, subject to Seller's sole discretion. Shipping charges associated with returns are the Buyer responsibility.

LIMITATION OF LIABILITY

In no event shall Seller be liable to the Buyer or any of the Buyer customers, employees or agents for (I) any indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to damages for lost profits or goodwill, (II) any other commercial damages or losses, direct or indirect, or (III) any personal injury or product liability damages or losses, whether in contract, tort, or any other cause of action, even if advised of the possibility of such damages. In the event Seller is found liable for any reason arising under or related to the goods or services provided to the Buyer, in no event shall Seller's liability exceed the purchase price the Buyer paid to Seller for such goods or services.

APPLICABLE LAW

This agreement and any sales hereunder shall be governed by the laws of the State of Washington.

LEGAL VENUE

Any legal proceedings arising out of, in connection with, or related to the Buyer purchase of goods from Seller or these Terms and Conditions, shall be in any federal or the state court of the State of Washington and the Buyer agree to submit to the personal jurisdiction of such courts.

FORCE MAJEURE

Seller shall not be liable for any failure or delay caused by events beyond Seller's reasonable control, including, without limitation, acts of God, riots, floods, natural disasters, sabotage, terrorism, utility or transmission failures, fire or labor disturbances.

ASSIGNMENT

Neither party may assign its rights or obligations under these Terms and Conditions without the prior written consent of the other party. Notwithstanding the aforesaid, Seller may perform its obligations using a sub-contractor and may assign its rights and obligations under these Terms and Conditions to an affiliate.

SEVERABILITY

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in these Terms and Conditions, shall not affect the validity or enforceability of the remaining portions of these Terms and Conditions.

NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

THE ACCEPTANCE BY THE BUYER FROM SELLER OF ANY GOODS AND/OR SERVICES SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS & CONDITIONS.

Revised: Oct 2018