

ESPRESSO AFRICA (PTY) LTD

WARRANTY POLICY

July 2024 | Version 1.1

1 Introduction

- 1.1 Espresso Africa (Pty) Ltd trading as La Marzocco SA's ("**LMSA**") stand behind the products it sells and want to make sure that all customers' experience with La Marzocco is exceptional. If any customer has any problems with the items purchased directly from LMSA, LMSA are here to help. If a customer purchased their espresso equipment through another reseller, LMSA request that the customer contact the reseller first in order to allow them to go through their normal procedure and to take care of their customers in the best way they know how.
- 1.2 This warranty forms part of and is subject to, LMSA's Sales Terms.
- 1.3 In addition to the definitions contained in the Sales Terms the following definitions are added for the purposes of this warranty -
 - 1.3.1 "**Defects**" means Goods, or a component thereof, that fails under normal operating conditions, or were manufactured using materials, components or workmanship below an acceptable standard;
 - 1.3.2 "**End User Customer**" means the consumer of the Goods or the ultimate user of the Goods;
 - 1.3.3 "**Equipment**" is electrical equipment and, in most cases, is home or commercial espresso equipment, unless otherwise stated;
 - 1.3.4 "**Goods**" as defined in the Sales Terms have the corresponding meaning, and for the purposes of this Warranty Policy includes Equipment.

2 Warranty Statement

- 2.1 LMSA warrant all new Goods will be commercially free of Defects in material and workmanship existing at the time of manufacture and appearing during the applicable warranty period. LMSA warranty covers the cost of parts and labour used to rectify the Defects.
- 2.2 Unless otherwise specified, all Equipment is subject to a carry-in warranty, requiring the Equipment to be carried in to a LMSA approved repair center. On request, a La Marzocco Approved Technician can be dispatched to the site where the Equipment is installed, with travel and associated costs for the End User Customer's account.
- 2.3 The End User Customer is obliged to carefully read this Warranty Policy in conjunction with the manufacturer's operating manual before the Equipment is put into service to ensure that the End User Customer complies with all obligations imposed by the warranty and the manufacturer. In particular, the End User Customer acknowledges that the End User Customer is aware of the events giving rise to exclusions in terms of the warranty and any actions by the End User Customer which may void the warranty.

3 Warranty Period

- 3.1 This warranty shall commence on the earlier of:
 - 3.1.1 the date on which the new Goods are invoiced to the End User Customer,
 - 3.1.2 the date on which the new Goods are delivered to the End User Customer, or
 - 3.1.3 in the case of Equipment requiring professional installation, the date on which a La Marzocco Approved Technician installs or puts into service the new Equipment,hereinafter referred to as the “Commencement Date”.
- 3.2 The warranty period for Equipment runs for a period of 12 months from the Commencement Date.
- 3.3 Other than in the case where the Consumer Protection Act, 68 of 2008 (the “CPA”) applies, the warranty applicable for all Goods other than Equipment where there is an obvious defect or where the product fails within 48 hours of purchase, LMSA shall replace the Goods with the same or similar Goods, alternatively if no such replacement is possible, it shall pass a credit in favour of the End User Customer for the full purchase price of the Goods. LMSA reserves the right to inspect the failed or defective Goods provided that the End User Customer or its employees or agents have not misused or abused the Goods or that the Goods have not been used for any purpose other than that for which it was designed for by the manufacturer.

4 Obligations of the End User Customer

- 4.1 In the case that the End User Customer becomes aware of a potential Defect in the Goods, Equipment or component thereof, the End User Customer shall, within five (5) Business Days, contact the LMSA After-sales Service Department either telephonically or via email (see contact details below). Having the following information available will expedite the warranty process:
 - 4.1.1 The make and model of the Defective Goods;
 - 4.1.2 The serial number of the Defective Goods (where applicable);
 - 4.1.3 The nature and extent of the Defect; and
 - 4.1.4 A copy of LMSA’s invoice or delivery note.
- 4.2 The LMSA After-sales Service Department may request additional information regarding the Goods or Equipment and will advise on the next steps regarding a warranty claim.
- 4.3 Where the warranty period has expired, or the Defect is specifically excluded from the warranty, or the warranty has been voided, the After-sales Service Department will inform the End User Customer that the claim is not covered in terms of the warranty policy. Should the claim not be covered by the warranty, LMSA is still willing to repair the Goods but will do so at the End User Customers cost.
- 4.4 In the case that the End User Customer delivers Goods or Equipment to LMSA, it is the End User Customer’s responsibility to insure the Goods against loss, damage and theft. The address for return of Goods will be communicated to the End User Customer by the After-sales Service Department. If the Goods are delivered using a courier company, please inform the After-sales Service Department of this fact by sending them the waybill or tracking number for the package, and confirm receipt of the Goods with the After-sales Service Department.
- 4.5 In all cases, the Goods or Equipment will be assessed by a La Marzocco Approved Technician to determine if the warranty applies. Findings will be communicated to the End User Customer by the LMSA After-sales Service Department. In the case that a warranty claim exists, the La Marzocco Approved Technician will initiate the warranty claim on the End User Customer’s behalf.

5 Exclusions

- 5.1 Whilst LMSA strive to make sure all customers are satisfied, there are some parts and situations that the warranty does not cover. This warranty covers only latent defects in all of the Equipment's components and expressly excludes breakdown or damage, from whatever cause. The following items or situations are excluded from the warranty cover:
- 5.1.1 Equipment, or a component thereof, that has, in LMSA judgement been affected by misuse, mishandling, neglect, abuse, damaged as a result of accident, natural disaster, act of God or vermin or pests, damage during shipment, or insufficient, inappropriate or irregular cleaning and/or de-scaling;
 - 5.1.2 Serviceable parts and parts subject to wear and tear: these include gaskets, filters, diffusion screens, vacuum breakers, seals, o-rings, grinder burrs, plastic hoppers and other moving parts;
 - 5.1.3 Damage relating to poor water quality, poor or lack of incoming water supply and scaling or any claims relating to water damage: It is the End User Customer's responsibility to make sure that adequate water filtration is fitted, or filtered water is provided, to ensure the correct standard of water is supplied to the Equipment. The End User Customer is also responsible to ensure a consistent supply of water to the Equipment to ensure that the Equipment does not run dry, including ensuring that the water filtration is free from any blockages. Using water outside the LMSA specifications is the most common reason for Equipment and parts failure.;
 - 5.1.4 Damage to Equipment or components thereof as a consequence of incorrect voltage or atmospheric conditions (including lightning strikes), or power surges, or power spikes and fluctuations, power outages, or load shedding, or where the quality of electricity supplied is inadequate or is of inferior quality, or is run on a temporary power supply (e.g. a back-up generator);
 - 5.1.5 Damage to Equipment or a component thereof caused by failure to remove packaging and transport materials during installation or putting into service;
 - 5.1.6 Corrosion damage to stainless steel and other metals or parts of the Equipment or components thereof caused by cleaning chemicals, vapours, or other agents or by natural causes (including but not limited to water, rain, humidity, sun, and sand);
 - 5.1.7 Claims or damage caused by blocked drains;
 - 5.1.8 Claims or damage caused as a result of using worn parts.
 - 5.1.9 The following components are specifically excluded from the warranty:
 - 5.1.9.1 PC boards,
 - 5.1.9.2 Motors,
 - 5.1.9.3 Heating elements (of every description), and
 - 5.1.9.4 Contactors.
 - 5.1.10 The following costs are specifically not covered under the warranty:
 - 5.1.10.1 Shipping costs to ship Goods, Equipment or components thereof to LMSA for a return, exchange or service, or to return Goods, Equipment or components back from LMSA to the End User Customer, and
 - 5.1.10.2 Travel costs and travel time incurred in order to reach or return from the location of the Equipment.

6 Actions that Void the warranty

- 6.1 The following actions will result in the entire warranty on the Goods or Equipment being null and void:
 - 6.1.1 Products where the serial number or the Equipment data plate has been damaged or removed.
 - 6.1.2 Equipment or Goods taken outside of South Africa. Any Goods or Equipment purchased and shipped within South Africa that have been taken outside the borders of South Africa are not covered under the warranty.
 - 6.1.3 Operation of the Equipment outside the parameters stated in the user documentation or safety instructions provided, or Goods used for any purpose other than that for which they were designed for by the manufacturer. Claims or damage caused where the Goods are found to have been operated by persons who have not been suitably trained or do not possess the requisite skill and experience. It is the End User Customer's responsibility to ensure all operators of the Equipment have the requisite knowledge and skills.
 - 6.1.4 Usage of home equipment in a commercial environment producing high volumes of coffee.
 - 6.1.5 Equipment that has been installed, re-installed or de-installed (where professional installation is required), dismantled, altered, or modified in any way, repaired, service or maintained by anyone other than a La Marzocco Approved Technician and according to the installation manual or instruction document provided.
 - 6.1.6 Failure to service Equipment at the service intervals as set out in the manufacturer's operating or service manual.
 - 6.1.7 Failure to use original La Marzocco components or components not supplied by LMSA or its duly authorised agent.
- 6.2 LMSA reserves the right to conduct a full investigation into any failure of Goods, Equipment or components thereof claimed under warranty, including the testing of the electricity supply, the quality and supply of water and any other factors that influence the normal working conditions of the Goods.

7 Limitation of Liability

- 7.1 Subject to clause 5 and 6, liability in terms of this warranty shall be limited solely to replacing, without charge, any part or parts of the Equipment or Goods which, having been examined by a La Marzocco Approved Technician or its duly authorised agent, is deemed to be defective, and shall include the cost of labour. Travel costs incurred for all carry-in items shall not be covered by the warranty.
- 7.2 Both LMSA and the End User Customer acknowledge that this warranty does not rely on representations or other provisions whether express or implied except as expressly provided for in this warranty.
- 7.3 The End User Customer is aware that LMSA is the agent and distributor of the manufacturer of the Goods or components thereof and is not involved in the manufacture of the Goods. Accordingly, to the extent permitted by law, the End User Customer has no claim of any nature whatsoever against LMSA in respect of any loss of any nature whatsoever suffered by the End User Customer due to any of the Goods or components thereof being defective or failing (including without limitation due to any Defect in the Goods, the Goods constituting an unsafe product, there being any failure, Defect or hazard in any of the Goods or inadequate instructions or warnings being provided about any hazard arising from or associated with the use of the Equipment as envisaged in terms of section 60 of the Consumer Protection Act, Act 68 of 2008, as amended).

- 7.4 In no event shall LMSA be liable in contract, strict liability, warranty or otherwise, for any special, incidental or consequential loss or damages, such as, but not limited to, damage to property, delay, disruption, loss of product, loss of anticipated profits, loss of revenue, loss of anticipated savings, loss of use of any equipment or system, non-operation or increased expense of operation of any equipment or systems, cost of capital, or cost of purchase or replacement of any equipment or systems or loss of power.
- 7.5 In this clause 7, where reference is made to LMSA, such reference includes LMSA's sub-contractors, suppliers, and their respective partners, officers, directors, shareholders, and employees.

8 Exclusivity

- 8.1 This warranty is the complete and exclusive statement between LMSA and the End User Customer of the Goods or component thereof. This warranty shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between LMSA and the End User Customer or by trade usage.

9 LMSA After-sales Service Department contact details

- 9.1 LMSA customers can contact our After-sales Service Department as follows:

- Telephone number: +27 (0) 10 271 4600
- Email address: service@lmsa.co.za
- Street address: La Marzocco SA, The Old Biscuit Mill, 375 Albert Rd, Woodstock, Cape Town, South Africa
- Office hours: Mon-Fri (8.30am-4.30pm)