



Commercial Product Warranty

Bunn-O-Matic Corporation of Canada ("Bunn") warrants equipment manufactured by it as follows:

- 1) all equipment other than as specified below: 2 years parts and 1 year labour;
- 2) electronic circuit and/or control boards: parts and labour for 3 years;
- 3) compressors on refrigeration equipment: 5 years parts and 1 year labour;
- 4) grinding burrs on coffee grinding equipment to grind coffee to meet original factory screen sieve analysis: parts and labour for 3 years or 30,000 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 judgement, has been affected by misuse, neglect, alteration, improper installation or operation, improper maintenance or repair, damage or casualty. This warranty is conditioned on the Buyer 1) giving Bunn prompt notice of any claim to be made under this warranty by telephone at (905) 841-2866 or by writing to 280 Industrial Parkway South, Aurora, Ontario, L4G 3T9. 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 defective equipment is covered by warranty, Bunn, at its exclusive option while the equipment is under warranty, shall either 1) provide at no charge replacement parts and/or labour (during the applicable parts and labour 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, consequential or punitive damages.