

# ONE-YEAR LIMITED PRODUCT WARRANTY

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**Your product** is covered by a one-year limited Warranty from the date of purchase. Should your product have a defect in product material or workmanship within the Warranty period, Breville™ will arrange to have your original product either repaired or replaced, at the sole discretion of Breville™, or apply such other remedy as described below.

**How to Claim Under the Breville Warranty:** Contact *Nespresso* **USA:** 1-800-562-1465 or **Canada:** 1-855-325-5781 [www.nespresso.com](http://www.nespresso.com)

**California residents: please see paragraph entitled “Warranty Notice to California Residents Only”**

**Introduction To The Warranty:** For the purposes of this Warranty, as defined below, please note the geographic territory to which such Warranty is applicable, as also defined below: “Breville” as used herein, shall mean either Breville USA or Breville Canada, as applicable to the Jurisdiction (as defined below) of original purchase of the product for which Warranty coverage or service is being sought. “Jurisdiction” shall mean either: the fifty United States and the District of Columbia only, not including any other U.S. territories, commonwealths, possessions or protectorates (“USA”), or 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 for one (1) year from the date of purchase of the subject Product (the “Warranty”) 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 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 and ceases on the 2 year anniversary date of such Product purchase (“Warranty Period”). A Proof of Purchase (as defined below) may be required from the consumer for the Warranty to be effective and applicable to the Product. **3.** Proof of the valid Product purchase for the purposes of this Warranty (“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 Product purchase. Product registration, while appreciated, is not required to activate any Warranty and the Product registration 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 their 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.** Only Breville or Breville-authorized accessories and replacement parts should be sought for use by consumer for any Product as the use of other non-Breville, or non-authorized accessories and replacement parts voids any Warranty by Breville which may be applicable to such Product. **3.** All exchanged or substituted parts and Products replaced under Warranty service will become the property of Breville. **4.** In the event of a repair under this Warranty, Breville warrants the replacement parts and repair work for six (6) months from the date of repair or the remainder of the one (1) year warranty period, whichever is later. **5.** 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 their 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 original product.