

LIMITED WARRANTY FOR CREM AMERICAS

LIMITED WARRANTY

CREM, a division of Manitowoc FSG Operations, LLC, ("Company") warrants the Unity (the "Machine") to be free of defects in material or workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the instruction/use and care manual supplied with the machine. This warranty is available only to the original end user ("Owner") for a period of two (2) years including parts and labor from the date of installation, contingent on completion of warranty registration. The second year of warranty coverage is further contingent on completion of annual Preventive Maintenance (PM) program.

The Company's warranty with respect to any grinder assembly shall apply for two (2) years as outlined in paragraph above or 12,500 servings, whichever occurs first.

During the warranty period, the Company shall, at Company's option, repair or replace parts, components or assemblies determined by the Company to be defective in material or workmanship. This warranty is limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Additional expenses including without limitation, overtime premium, trip/truck charges, accessing or removal of the machine, or shipping are the responsibility of the Owner, along with all maintenance, adjustments, cleaning, and/or other purchases. Labor covered under this warranty must be performed by a Company Contracted Service Representative or a service agency qualified and authorized by the Company. The Company's liability under this warranty shall in no event be greater than the actual purchase price paid by Owner for the Machine.

The foregoing shall be the sole obligation of the Company under this Limited Warranty with respect to the Machine. With respect to equipment, materials, parts and accessories manufactured by others, Company shall have no liability, whether in contract, tort, negligence, or otherwise.

This Limited Warranty is available only to the original end user of the product and is not transferable.

EXCLUSIONS FROM COVERAGE This Limited Warranty shall not apply to:

- Any part or assembly subject to damage beyond the control of Company, or to equipment which has been subject to alteration, misuse or improper installation, accidents, damage in shipment, fire, floods, power changes, other hazards or acts of God that are beyond the control of Company.
- Any Machine that has been installed and/or maintained inconsistent with the technical instructions provided by the Company.
- Normal maintenance items, including but not limited to, light bulbs, fuses, containers, gaskets, product stickers, O-rings, interior and exterior finishes, grates, doors, de-liming, glass, tubing, hoppers, lids, drawers, drip trays, locks, keys or loss of keys, portafilters, brew baskets.
- Plastic parts damage due to improper handling or cleaning agents..
- Repairs made necessary due to poor water quality, such as dispense valves, coils, water inlet valves, scaling in hot water boilers.
- Any Machine initially installed more than (2) two years from the serial number production date.
- Any products or equipment manufactured or sold by Company when such products or commercial equipment is installed or used in a residential or non-commercial application. Installations not within the applicable building or fire codes render this Limited Warranty and any responsibility or obligations associated therein null and void. This

includes any damage, costs or legal actions resulting from the Installation or use of any Company equipment in a non-commercial application, or where the equipment is being used for applications other than those approved for by Company.

LIMITATIONS OF LIABILITY

This Limited Warranty sets forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Company, its servants and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. COMPANY DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Machine on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for said Machine or services. Any breach by Company with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only.

In no event shall the Company be liable for any other damage or loss, including, but not limited to, lost profits, lost sales, loss of use of equipment, claims of Owner's customers, cost of capital, cost of down time, cost of substitute equipment, facilities or services, or any other special, incidental or consequential damages.

WARRANTY CLAIM PROCEDURE

Warranty registration must be completed with the Company **within thirty (30) days from the installation date.**

GOVERNING LAW

For equipment, products and services sold in the United States this Limited Warranty shall be governed by the laws of the state of Delaware, USA, excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Complete the following and retain for your record:

Distributor/Dealer _____
Model Number _____
Serial Number _____
Installation Date _____

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PREMIUM CARE ADDENDUM

The following outlines only the terms and conditions that will be different from those contained in the above Limited Warranty when Premium Care is selected. The purchase of Premium Care does not extend the warranty time period beyond the terms outlined above. **Participation in Premium Care is conditioned upon Owner's acceptance of the Premium Care End User License Agreement, a copy of which is available at www.Crem.coffee**

- Whereas in the standard limited warranty the following items are excluded; Normal maintenance items, including but not limited to, light bulbs, fuses, containers, gaskets, product stickers, O-rings, interior and exterior finishes, grates, doors, de-liming, glass, tubing, hoppers, lids, drawers, drip trays, locks, keys or loss of keys, plastic parts damages due to improper handling or cleaning agents etc. With selection of the Premium Care, during the term of the Limited Warranty, the following items will be covered for limited replacements, as indicated below, by the Company:
 - Bean hopper (2)
 - Bean hopper lid (2)
 - Instant or soluble container (2)
 - Instant or soluble lid (2)
 - Milk Container (1)
 - Milk Container lid (1)
 - Drip Tray (1)
 - Drip Tray Grate (2)
 - Grinder dispense nozzles (2)
 - Keys (2)
 - Sanitizer Tablet Chute (2)
 - Waste Bin (1)

Note; Premium Care only applies to the fully automatic product line, Unity.