

LIMITED LIFETIME WARRANTY

Subject to the limitations below, Sephra, LLC ("Sephra") warrants that the Sephra Chocolate Fountain ("Fountain") you have purchased will be free from defects in materials and workmanship under normal and proper use and service and if properly maintained, will perform its intended function for as long as you, the original purchaser, own the Fountain. If you are not completely satisfied with the quality of the materials or the workmanship of the Fountain you receive you may return it UNUSED within 10 days from the date you received the Fountain and we will provide a replacement Fountain.

"Limited Lifetime" refers to the serviceable life of the Fountain. This is defined as the period during which all components are available. Should the Fountain prove to be irreparable, Sephra reserves the right to substitute an equivalent component if available or, if such component is no longer manufactured or generally available, to retract the Lifetime Warranty. Notwithstanding the foregoing, the warranty on the original motor is for two (2) years from the date of purchase.

This Limited Lifetime Warranty DOES NOT extend to those parts of the Fountain that are subject to wear and tear. Components which are generally subject to wear and tear and which are not covered by this warranty may include but are not limited to: bearings, seals, motor brushes, drive shaft, belt, fuse etc. Use for other than normal use is NOT covered under this warranty. The Limited Warranty provided herein is specifically for the providing of replacement components which have been determined to have been defective in materials or workmanship and does not cover the costs of labor that may be associated with the repair of the Fountain. You are responsible and shall pay for all shipping costs required to obtain Warranty Service. The Sephra Limited Lifetime Warranty is available only to the original purchaser, is not transferable and is valid only in the United States of America and Canada.

The Sephra Limited Lifetime Warranty is void and of no force or effect if the Fountain purchased has been tampered with, repaired, disassembled, changed, altered, or modified by you or any other persons who have not been authorized in writing by Sephra to make such repairs. Excluded from this warranty are damages or defects which resulted from: Other than normal use, normal wear and tear, abuse, damage, accident, impact, misuse, negligence, improper maintenance, non-performance of scheduled operator maintenance items or storage contamination and deterioration due to water or other liquids, sand, insect infestation, or acts of God.

In order to ensure optimum performance of your Sephra Fountain it must be serviced by an authorized service center after approximately 500 hours of operation or approximately one year from the date of purchase. This service schedule should be followed every 500 hours the fountain has been in use. **This scheduled maintenance service IS NOT covered under the warranty and there is a charge associated with this service.** The service will include the replacement of those parts subject to normal wear and tear that are described above. Failure to adhere to the scheduled maintenance plan may void the warranty on the motor should it be damaged due to failure of the other components that have been worn through use.

WARRANTY LIMITATIONS AND EXCLUSIONS

THE LIMITED LIFETIME WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SEPHRA MAKES NO EXPRESS WARRANTIES BEYOND THOSE STATED HERE. SEPHRA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE SEPHRA LIMITED LIFETIME WARRANTY AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW APPLY ONLY TO THE ORIGINAL PURCHASER OF THE SPECIFIC SEPHRA PRODUCT, AS IDENTIFIED BY SERIAL NUMBER, AND LAST ONLY AS LONG AS SUCH PURCHASER CONTINUES TO OWN THE FOUNTAIN.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO YOU. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

SEPHRA'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PRODUCT PURCHASED, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. YOU, THE PURCHASER, AGREE AND ACKNOWLEDGE THAT SEPHRA HAS NO LIABILITY AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE YOU MAY INCUR FROM NON-RECEIPT OF THE FOUNTAIN DUE TO DELAYS IN DELIVERY, PRODUCT FAILURE, FAILURE OF THE FOUNTAIN TO FUNCTION PROPERLY AT ANY FUNCTION OR EVENT, THE DESIGN OF THE FOUNTAIN OR ITS CONSTRUCTION, OR ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE. SEPHRA IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, OR DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY.

HOW TO OBTAIN WARRANTY SERVICE

If any component of the Fountain proves to be defective during the warranty period applicable to such component, contact our Customer Service Department to make arrangements for warranty service and for the location of the nearest certified Sephra repair service provider. Please be prepared to provide (1) your name, address, and telephone number (2) Proof of Purchase (3) a description of the defect believed by you to be covered by this Limited Warranty (4) Sephra Fountain model and serial number. To reach a Customer Service Center, please call (858) 675-3088 (USA) or by email at: www.info@sephra.com.

After you have contacted our offices and discussed the nature of the claimed warranty defect, Sephra may require you to return the Fountain to a specified authorized service center for inspection and Warranty Service or may authorize you in writing to obtain service from an authorized technician in your area. Sephra or its designated service center, in its sole discretion, will determine after inspection, if the

defect developed under normal and proper use and the availability of coverage under this warranty. Provided the defect is deemed to be under warranty, Sephra will, at its sole discretion, repair or replace the defective component(s) and reserves the right to use reconditioned or refurbished serviceable used parts which meet Sephra's quality standards for warranty repairs. Repair, replacement, or adjustment of the defective components shall be Sephra's sole obligation and the customer's sole remedy hereunder. The Warranty Service provided will restore the Fountain to normal operating condition and Sephra has no liability to update any Fountain presented for Warranty Service with any internal or external design or modification which Sephra had made to its fountains after the date you purchased the Fountain covered by this warranty. **You are responsible and shall pay for all shipping costs required to obtain Warranty Service.** You are responsible for ensuring that the Fountain is packaged and shipped in such a way that it arrives to Sephra or the service center undamaged. You are responsible for any damage incurred in shipping.

We strongly recommend packing your fountain in your Sephra Catering or Carrying Case within an overage box for return shipping. If the Fountain is received in any packaging other than the case in which you originally received the Fountain, Sephra reserves the right to charge you for the price of a new case in which to ship the Fountain back to you so that the Fountain will be protected during shipping.

This warranty is the complete and exclusive statement of warranty which Sephra, LLC agrees to provide with respect to the Fountain and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals and communications pertaining to the subject matter hereof. Representations and warranties made by any person, including dealers or distributors, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Sephra unless reduced to writing and approved by an expressly authorized officer of Sephra.

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