

TERMS AND CONDITIONS



**GROUND
CONTROL®**

PURCHASER HEREBY AGREES AND UNDERSTANDS THAT THE SALE OF THE GROUND CONTROL BATCH BREWER IS SUBJECT TO THE TERMS OF THE WARRANTY AND DISCLAIMER PROVIDED TO PURCHASER CONCURRENTLY WITH THIS INVOICE. ALL SALES ARE FINAL. THE DESIGN AND AESTHETIC OF THE GROUND CONTROL BREWER AND SMART DISPENSER ARE SUBJECT TO CHANGE FROM TIME-TO-TIME AND VOGA COFFEE, INC. SHALL NOT BE LIABLE TO PURCHASER FOR ANY SUCH CHANGES MADE PRIOR TO OR SUBSEQUENT TO YOUR PURCHASE.



EQUIPMENT WARRANTY AND DISCLAIMER

VOGA COFFEE, INC. (“VOGA”) WARRANTS YOUR GROUND CONTROL BATCH BREWER AS FOLLOWS:

TWELVE (12) MONTHS SERVICE AND TWELVE (12) MONTHS PARTS.

THIS WARRANTY PERIOD RUNS FROM THE DATE OF INSTALLATION. VOGA WARRANTS THAT THE EQUIPMENT MANUFACTURED BY IT WILL BE COMMERCIALY 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 THAT, IN VOGA’S SOLE JUDGMENT, HAS BEEN AFFECTED BY MISUSE, NEGLIGENCE, ALTERATION, IMPROPER INSTALLATION OR OPERATION, IMPROPER MAINTENANCE OR REPAIR, NON PERIODIC CLEANING AND DESCALING, EQUIPMENT FAILURES RELATED TO POOR WATER QUALITY, DAMAGE OR CASUALTY. IN ADDITION, THE WARRANTY DOES NOT APPLY TO REPLACEMENT OF ITEMS SUBJECT TO NORMAL USE INCLUDING BUT NOT LIMITED TO USER REPLACEABLE PARTS SUCH AS SEALS AND GASKETS. THIS WARRANTY IS CONDITIONED ON THE BUYER 1) GIVING VOGA PROMPT NOTICE OF ANY CLAIM TO BE MADE UNDER THIS WARRANTY BY EMAIL AT WARRANTY@VOGACOFFEE.COM; 2) IF REQUESTED BY VOGA, EITHER (A) SHIPPING THE DEFECTIVE EQUIPMENT PREPAID TO AN AUTHORIZED VOGA SERVICE LOCATION OR (B) PERMITTING A CERTIFIED VOGA AUTHORIZED SERVICE REPRESENTATIVE TO REPAIR THE DEFECTIVE EQUIPMENT AT YOUR PREMISES; AND 3) RECEIVING PRIOR AUTHORIZATION FROM VOGA THAT THE DEFECTIVE EQUIPMENT IS UNDER WARRANTY. THIS WARRANTY IS EXCLUSIVE TO THE ORIGINAL BUYER, AND MAY NOT BE EXERCISED BY THIRD PARTIES.

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 VOGA ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS WARRANTY OR TO MAKE ADDITIONAL WARRANTIES THAT ARE BINDING ON VOGA. ACCORDINGLY, STATEMENTS BY SUCH INDIVIDUALS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON.

IF VOGA DETERMINES IN ITS SOLE DISCRETION THAT THE EQUIPMENT DOES NOT CONFORM TO THE WARRANTY, VOGA, AT ITS EXCLUSIVE OPTION WHILE THE EQUIPMENT IS UNDER WARRANTY, SHALL EITHER 1) PROVIDE AT NO CHARGE REPLACEMENT PARTS AND/OR LABOR (DURING THE APPLICABLE PARTS AND LABOR WARRANTY PERIODS SPECIFIED ABOVE) TO REPAIR THE DEFECTIVE COMPONENTS, PROVIDED THAT THIS REPAIR IS DONE BY A VOGA AUTHORIZED SERVICE REPRESENTATIVE; OR 2) SHALL REPLACE THE EQUIPMENT OR REFUND THE PURCHASE PRICE FOR THE EQUIPMENT.

THE BUYER’S REMEDY AGAINST VOGA FOR THE BREACH OF ANY OBLIGATION ARISING OUT OF THE SALE OF THIS EQUIPMENT, WHETHER DERIVED FROM WARRANTY OR OTHERWISE, SHALL BE LIMITED, AT VOGA’S SOLE OPTION AS SPECIFIED HEREIN, TO REPAIR, REPLACEMENT OR REFUND.

IN NO EVENT SHALL VOGA 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 OR CONSEQUENTIAL DAMAGES

NOTE: WOOD COMPONENTS, IF PRESENT, ARE NOT COVERED UNDER WARRANTY AND MUST BE REPLACED PERIODICALLY DUE TO WEAR AND TEAR.