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### **PASMO America (USA) Scope of Service and Limited Warranty**

PASMO's warranty obligations are limited to the terms set forth below:

- I. From the date of delivery, PASMO shall provide its end customers with a one-year non-wearable parts warranty (the "Limited Warranty") with respect to the PASMO Soft Serve and Frozen Beverage Machines (the "Equipment"). PASMO's sole obligation during the one-year warranty period is limited to repairing or, at PASMO's option, replacing non-wearable parts in accordance with this Limited Warranty. The Limited Warranty shall not apply to wearable parts. Wearable parts include but are not limited to: hand screw, distribution handle, distribution lever, handle springs, dispensing springs, pivot pin, draw valve O-ring, draw valve, center draw valve, center draw valve O-ring, O-rings, panels, discharge body door, pivot pin nut, design cap, ripple ring, beater, air tubes, drip tray cover, drip tray, drip tray anchor point, drip pan, caster swivel (front and back), emergency switch, fuses, control panel, stopples, stopple O-rings, belts, and hopper covers.
- II. The Limited Warranty applies to the compressors, motor, gear box, condensers, fans, electric boards. In addition, PASMO shall provide an additional four-year extended Limited warranty (excluding labor) for a total warranty period of five (5) years from the date of delivery with respect only to the Equipment's compressor, shell, and hopper and no other part(s) (with the exception of wear and tear and rust) of the Equipment.
- III. The Limited Warranty is only valid for normal mechanical wear-and-tear that requires that a non-wearable part be replaced or repaired for the Equipment to resume normal operational functions. This Limited Warranty does not apply if any of the non-wearable parts are damaged due to negligent use, failure to properly clean and maintain, product freeze ups, issues related to using custom made products, abnormal use, misuse or abuse, use of improper voltage or electrical connection, use contrary to the operating instructions, modification, disassembly, repair or alteration by anyone other than authorized service providers, or any outside circumstances beyond normal mechanical wear-and-tear; and in such circumstances, PASMO shall not be responsible, financially or otherwise, to replace the non-wearable part(s) regardless of how long the end customer has had physical possession of the Equipment. The Limited Warranty also does not cover lightning, fires, floods, hurricanes, tornadoes, damage caused by or during shipping or transportation of the Equipment, or any other Acts of God or nature.
- IV. If the end customer believes that the Equipment requires repair of a non-wearable part during the one-year warranty period, the end customer shall contact PASMO or their ASA (Authorized Service Agent) to troubleshoot potential problems with the Equipment. The customer will be required to answer applicable troubleshooting questions and provide documentation of the machine including photos showing machine placement, clearance, front of machine assembly, inside of hoppers, and any other applicable photos. If customer is unwilling or unable to answer troubleshooting questions or provide documentation then the customer will be responsible to call out service from their ASA on their own, or PASMO may ask for a credit card authorization form if service is deemed to be not covered under the Limited Warranty. If PASMO is unable to resolve the end customer's problem with the Equipment then PASMO shall contact the local service provider. If the end customer directly contacts a non-authorized service provider, without first contacting PASMO and receiving payment authorization from PASMO in writing, then PASMO shall not be responsible for any payment to the service provider and this Limited Warranty shall be immediately void and unenforceable.
- V. If the service provider determines that the reason for the Equipment's malfunction is anything other than normal mechanical wear-and-tear or the malfunction of a non-wearable part, then PASMO shall not be responsible for any payment to the service provider, or for any repair, and/or any replacement of the part(s) in question or the Equipment in question. In such a case where PASMO has contacted the service provider on the customer's behalf and paid for service, PASMO may bill the Customer for the entire cost of service, shipping, and parts, and will also add a "Nuisance" call fee of \$50.00 for processing.
- VI. This Limited Warranty is only valid for end customers who purchase the Equipment directly through PASMO or an authorized dealer inside of the United States, have completed training, and have signed an Equipment Sales Agreement. The Limited Warranty is not transferable or assignable and will become void if equipment is moved to a new address.
- VII. THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE AND ENTIRE WARRANTY PERTAINING TO THE NON-WEARABLE PARTS, AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THIS LIMITED WARRANTY DOES NOT COVER OR PROVIDE FOR THE REIMBURSEMENT OR PAYMENT OF DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, MANNER, OR DEGREE, AND ANY LIABILITY BY PASMO FOR SUCH DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IS HEREBY EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW THIS EXCLUSION OR LIMITATION OF WARRANTIES AND/OR DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MIGHT NOT BE APPLICABLE TO YOU.