# <u>IDOMESTIC AND INTERNATIONAL COMMERCIAL WARRANTY TO</u> CONSUMERS 9-25-12

BLENDERS- Quiet One, Blending Station Advance, Touch and Go 2, Drink Machine Advance, Drink Machine Two Step, Drink Machine Two Speed, Bar Boss Advance and Bar Boss, XL Variable Speed, XL programmable, Vita-Pre 3, Vita-Prep]

## MAINTAINING YOUR VITAMIX BLENDER - [OPTIONAL SECTION]

In order to maximize the life of and keep your Vitamix® product in good working order, it is important that you follow a few simple maintenance tips:

- 1. Periodically inspect the drive socket for visible wear and tear, cracks, or breaks to the socket. If damage is found, replace the drive socket with the extra drive socket enclosed with your blender. To purchase additional replacement drive sockets contact Vita-Mix® Corporation (hereinafter "Vitamix") at 1-800-866-5235 for a dealer near you. For customers outside the U.S.A., contact your authorized Vitamix Distributor, or call the Vitamix International Division at +1.440.782.2450 or email international@vitamix.com for a distributor near you.
- Manually rotate the blade bearing assembly to make sure it turns without hesitation or doesn't spin too freely. If the blade hesitates or spins too freely, contact Vitamix for warranty information or a dealer near you.
- 3. Never run the machine without the centering pad properly placed on the base and never remove the container from the base before blending is complete and blades have stopped moving.

## LIMITED WARRANTY- (Unless otherwise covered by Contract)

Vita-Mix® Corporation (hereinafter "Vitamix") warrants to the original end-user ("Purchaser") that its commercial Vitamix blenders (consisting of a motor base, container and lid, hereinafter collectively referred to as the "Equipment") will be free from defects in material and workmanship for the warranty periods applicable to the Equipment as described herein and subject to the conditions set forth below. Proof of purchase is required.

The following are the sole remedies of the Purchaser and set forth the only warranty obligations of Vitamix.

No employee of Vitamix or any other person is authorized to make any warranty in addition to or amendment of the following warranties.

## WHAT IS COVERED UNDER WARRANTY

## A. Motor Base (which includes the control board and touch pad) Warranty

Vitamix warrants to the original end-user that:

- If the motor base fails due to defects in material or workmanship within thirty (30) days from the date of purchase, then Vitamix will replace the motor base with a new motor base.
- If the motor base fails due to defects in material or workmanship after thirty (30) days from the date of purchase but within one (1) year from the date of purchase, then

Vitamix will assume the cost of all parts and labor necessary to repair the motor base.

- If the motor base fails due to defects in material or workmanship after the first year but within three (3) years from the date of purchase, then Vitamix will assume the cost of all parts necessary to repair the motor base.
- B. Container, Lid, Lid Plug, Centering Pad Blade Assembly, Drive Socket, and Sound Enclosure (if included) Warranty. Vitamix warrants to the original end-user that if a sound enclosure, container, lid, blade assembly, or drive socket fails due to a defect in materials or workmanship within one (1) year from the date of purchase, Vitamix will assume the cost of all parts and labor necessary to repair the component.

The sole obligation of Vitamix under these warranties is to repair or replace the warranted part or parts as determined exclusively by Vitamix.

IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL VITAMIX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE. THE ABOVE LIMITED WARRANTY IS YOUR EXCLUSIVE REMEDY, AND YOU AND VITAMIX HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND VITAMIX HEREBY EXPRESSLY EXCLUDE, TO THE EXTENT PERMITTED BY LAW, THE APPLICATION OF ANY SALE OF GOODS LEGISLATION AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AS MAY BE APPLICABLE.

Some jurisdictions do not allow a limitation on implied warranties or on special, incidental or consequential damages.

#### WHAT IS NOT COVERED UNDER WARRANTY (Coverage Exclusions)

These warranties do not include repairs needed due to:

- A. Normal wear-and-tear;
- **B.** Abuse, misuse, negligent use;
- **C.** Alteration of the Equipment including but not limited to the motor base, container, lid or sound enclosure;
- **D.** Exposure to extreme conditions; or
- **E.** Improper installation of the Equipment, including but not limited to poor workmanship, not following specifications provided and/or inadequate ventilation of the "in-counter" models of the blending unit.

## WHEN DO THE WARRANTIES APPLY (Coverage Conditions)

The warranties contained herein run only to the original end-user and are not transferable. To make a warranty claim, proof of purchase is required.

Any warranty offered by Vitamix is only valid if used in accordance with: a) the owner's manual that may also be accessed at www.vitamix.com; b) the express warranty; and c) any and all maintenance instructions regardless of when they are supplied.

#### WHAT CAUSES THE WARRANTY TO BE VOID

All product warranties are void if:

- The blender is placed in a sound enclosure not manufactured by Vitamix.
- Any component of a covered piece of Equipment or part has been modified, altered, "reconditioned" or repaired by persons someone other than Vitamix, an authorized Vitamix Service Center or an authorized Vitamix Distributor.
- Any covered Vitamix component is used with a component not expressly authorized in writing by Vitamix (i.e. using a Vitamix container with a non-Vitamix motor base and/or using a Vitamix motor base with a non-Vitamix container); or
- Any part of the blender is improperly installed, including but not limited to poor workmanship, not following specifications provided and/or inadequate ventilation of the "in-counter" models.

#### HOW TO OBTAIN WARRANTY COVERAGE AND REPAIR

Who to Contact For Warranty Service and Repair. In the event your Vitamix blender needs service or repair covered by the terms of this warranty, please call the Vita-Mix Corporation, an authorized service center or a local distributor for warranty assistance.

- For Equipment purchased and located in the U.S.A., call Vitamix Technical Support: 800-886-5235.
- For Equipment purchased outside the continental U.S.A., contact your authorized Vitamix Distributor, or contact the Vitamix International Division at +1.440.782.2450 or email international@vitamix.com for a distributor near you.

You will be asked to provide proof of purchase for the Equipment. If the remote technical support team cannot fix the Equipment remotely, the Equipment will need to be serviced. The team will help you either locate an authorized service center or arrange for the Equipment to be shipped back to Vitamix.

#### How to Ship the Equipment to Vitamix for Service

- A. Obtain a Return Authorization Number Before Shipment. Do not return or send in Equipment without the approval from Vitamix. Under no circumstances will Vitamix be responsible for the cost of any unauthorized repairs. All Equipment returns must have the Return Authorization Number ("RA") clearly marked on the outside of the box. Any Equipment that is sent to Vitamix without prior authorization or approval will be returned to the shipper's address "as is" without repair.
- B. **Properly Package The Returned Item.** Any item sent to Vitamix must be sent in original or sufficient packaging.