



**Espresso Resource NW, Inc.**  
5506 NE 114th St.  
Vancouver, WA 98686  
866.289.0262  
sales@espressoresource.com

Mon – Fri 8:30 to 5:00 (PST),  
Saturday/Sunday by appointment

Toll Free Number: **1-866-289-0262**  
Portland Number: **503-251-2970**  
WA Number: **360-567-0547**

## Terms & Conditions of Sale

Espresso Resource NW, Inc is committed to providing you excellent service and helping you find the products that best suit your needs. Included below are our complete terms and conditions of sale which govern procedures, responsibilities, shipping damage, exchanges, cancellations, returns and warranties. If you need clarification on the following terms and conditions of sale, please contact us.

### General Terms

Applies to all purchases.

Please select your items carefully as we are unable to add to or modify your order. All damages, defects and missing items must be reported within 3 business days of delivery receipt. Sorry, shipments cannot be redirected. All items, including those tested by the manufacturer, are sold as-is described in the line item/order and are new, unless otherwise explicitly indicated.

**Repair Services** – Repairs performed by Espresso Resource NW, Inc have a 90-day parts and labor warranty limited specifically to parts replaced. The warranty does not cover regular maintenance, normal wear and tear, misuse, abuse, negligence, power surges, "acts of God", shipping damage, or other items that were not in the scope of the repairs invoiced. There are no refunds for repair services.

We will primarily troubleshoot the issue over the phone, so contacting us when you are in front of the machine and able to perform basic actions is important. If we are unable to resolve the issue over the phone, you will be provided with information on how to deliver your machine to our repair center.

**Customers Claims** – All claims by customer for "not as described", "defective merchandise", "not fit for intended use" and "incorrect merchandise received" must be made in writing within 3 business days of receipt of merchandise. A lack of a claim for "not as described", "defective merchandise", "not fit for intended use", "no longer fit for intended use" and "incorrect merchandise received" will suffice as customer's approval that the merchandise is "as described", is not defective", "is fit for intended use" and "is correct merchandise received". Any aforementioned customers claim will only be limited to:

1. Ad copy only on Espresso Resource NW, Inc's Internet pages and print advertisements,
2. will not include phone/email conversations with or by sales staff, and
3. will not include claims or advertisements made by manufacturers or competitive companies' advertisements, literature or verbal claims.

Espresso Resource NW, Inc makes every effort to provide accurate detailed information. Customer understands that detailed specifications of products are subject to change without notice and may slightly differ (cosmetic, internals) when the product delivers, but the general purpose of the product remains the same. Customer will not hold Espresso Resource NW, Inc liable to changes in product features made by the manufacturer.

For all claims made for shipments that a common carrier did not require a signature, the customer is responsible for filing a local police report and claim with carrier in case of theft. Espresso Resource NW, Inc will work with customer and common carrier once police report and carrier claim is filed to help locate stolen package or recover damages from carrier.



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**Special Ordered Items** – An order for special ordered item(s), (item not advertised on our website at the time of sale, or items noted as special order) must be paid in advance. Special ordered item(s) may be charged, determined by Espresso Resource NW, Inc, up to a 50% cancellation fee (if not shipped) or a 50% restocking fee (if shipped), plus all shipping and handling fees. These fees are still imposed including situations of delivery delays out of the control of Espresso Resource NW, Inc.

**Shipping and Handling Fees** – Shipping fees (including shipping costs to provide “free shipping” of merchandise) to and from your location, and handling fees, are the responsibility of the customer and considered non-refundable and are deducted from the overall credit after any applicable restocking fees in the event an item is returned within the return timeframe.

Handling fees are our cost to internally process an order. Refusal of a delivery or purchases returned due to a carrier unable to make delivery will subject the customer's credit to a reduction of applicable restocking fees and shipping fees to and from customer's location.

Free Shipping items only apply to the contiguous United States. Full shipping charges will be charged to orders shipped to Alaska, Hawaii or outside the USA.

**Shipping** – Orders shipped via UPS or FedEx include delivery to the customer's external door. Orders shipped via UPS or FedEx cannot be delivered to a P.O. Box. Orders shipped via USPS are to a customer's mailbox or door, depending on package size.

**Damages in Transit** – To increase customer satisfaction, we take great care in inspecting EVERY piece of equipment that is shipped from our facility. You will notice that we do open boxes to inspect the equipment, add packaging material for an extra safe shipping journey to every customer or include additional items included with order if applicable. We ask that you not be alarmed if you see we opened the box and resealed it. All orders/shipments are properly boxed and insured for delivery by common carrier to your address. Please inspect your package when you receive it from the carrier. All claims for damages or shortages must be made within 3 business days of receipt of merchandise. Please contact Espresso Resource NW, Inc and we will work with you to file a damage claim with the common carrier in the event of damage or shortage.

1. **Box Damage** – If you notice any apparent damages to the outer carton (i.e. gashes in the box, box severely crushed, internal packaging leaking peanuts, or creased corners), please alert the driver/carrier and make damage notation with your signature.
2. **Concealed Damages** – If you notice any concealed damages from shipping, please call us within 3 business days of receipt.
3. **Packaging** – Make sure that you keep all original packaging (boxes, shipping labels, peanuts, etc.) as the respective carrier inspector will need to inspect the package. Failure to keep and return all packaging will null and void all applicable return, exchange and refund privileges.

If your equipment order has arrived with visible damage, please DO NOT use the merchandise. Once used, the carrier, as well as you, will deem the shipment as “accepted and acceptable” or “used”, and the carrier will not issue a claim number nor pay for any damages. If there is no visible damage to an espresso machine, please check the operation of the machine with water only to inspect for internal damages which would show water leakage. If there is water leakage, please unplug the machine and call us immediately. Your use of





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purchased item(s) damaged in transit, or failure to keep all packaging material for carrier's inspection will null and void your, if applicable, return, exchange, and refund privileges.

In cases where damage has occurred to parts that can be replaced (including, but not limited to removable water reservoir, bean hopper, dump box), Espresso Resource NW, Inc reserves the right to send only those replacement parts that were damaged in transit. If customer is not satisfied with merchandise or resolution provided by Espresso Resource NW, Inc, refuses an exchange or replacement part determined by Espresso Resource NW, Inc, and/or requests a refund, customer is responsible for applicable restocking fees and shipping costs "to and "from" customer's location. This includes deducting shipping costs from purchases that included free shipping or had free shipping.

Please note that domestic claims from common carriers can take up to 6-months for resolution. Our policy does not apply for customers or their agents who re-ship our packages inside or outside the United States.

A machine shipped to Espresso Resource NW, Inc for repair service that is not packaged in an insurable fashion will be repackaged for return shipment and a repackaging fee will be added to service invoice.

**Discounted Package Deals and Free Gift with Purchase orders** – Any eligible return item that is part of an order which included any discounts from a discounted package deal or free gift with purchase may have those discounts reversed on the credit. For example, if a package deal includes free cleaner in a package with a \$100.00 discounted grinder and an espresso machine, and only the espresso machine is returned, the credit will have the \$100.00 discount and sales price of the free cleaner deducted. In other words, the discount and sales price of the items kept will be deducted.

**Discounts and Coupons** – All discounts and coupons as applied on any order are applied to all eligible returns and refunds.

**Sales Tax** – All purchases shipped ONLY to Washington or picked up at our physical location are subject to Washington State sales and use tax. The rate is determined upon where the customer takes possession of the merchandise. There is no sales tax collected for shipments outside of Washington. Customers are reminded to comply and assume responsibility to pay any sales and/or use taxes to their state of residency. All taxes and brokerage fees related to the importation of goods into a country outside the USA are the responsibility of the customer.

**Exchange and Return Policy** – Eligible merchandise, within the scope of our General Terms, can be returned for refund within 15 days of customer receipt of delivery if you are not satisfied with your purchase. Shipping and handling fees will not be reimbursed; if you selected "free shipping" during checkout, we will deduct all shipping and handling fees from your overall refund. In addition, all returns are subject to a minimum restocking fee of 5% which is to cover our credit card order processing costs and processing costs for the return. Customer is responsible for return freight to Espresso Resource NW, Inc. Customers that purchased a new machine that has a defect in workmanship, or any other warrant-able failure, must contact the manufacturer or manufacturer's agent as described in the new machine paperwork and be directed where to send machine for warranty service.

All machines and related equipment must be returned in "LIKE NEW" condition with all original packaging, accessories and components intact. Consumable items and parts are not eligible for return or exchange.



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“LIKE NEW” Condition? We’re reasonable and understand that a machine used a few times isn’t going to be absolutely perfect; however, it does need to be pretty close for us to sell it as a certified refurbished machine to another customer. When returning a machine to us, please make sure that it will arrive to us in “LIKE NEW” condition, which we define as the following:

All original components intact in the original packaging. If it came in the box, send it back.

No scratches, dents or stains. The machine and all components must be free of any surface marring.

Serial numbers must match, and the serial number sticker cannot be tampered with or removed in any way. Any evidence of tampering will automatically null and void all return and refund privileges.

Thoroughly cleaned: The machine, all parts and components must be absolutely clean and free of coffee grounds, water and/or milk residue.

Equipment that is not received in this condition will be assessed for damage and may be subject to any applicable refurbishment fees. Any equipment that can not be refurbished due to significant damage assessed solely by Espresso Resource NW, Inc will void all return and refund privileges.