

TEAZZERS LIMITED WARRANTY

WARRANTY

Red River Tea Company, a Texas Corporation (“*Company*”), warrants to the original purchaser (“*Buyer*”) of a Teazzers Tea Machine (the “*Product*”) that the Product will be free of defects in materials and workmanship.

COVERAGE TERM

This limited warranty is applicable to specified services and Product parts as follows:

Service: One (1) year. Service includes initial Product training provided at installation, installation, maintenance, repair and replacement services provided by Company or a Company authorized service technician to Buyer with respect to the Product.

Electronic Boards: Three (3) years.

Accelerated Wear Parts: Three (3) months. Accelerated Wear Parts include parts of the Product reasonably prone to accelerated wear, including without limitation parts exposed to varying water hardness levels (i.e., dissolved calcium and magnesium) and/or varying water acidity levels (e.g. valve diaphragms, heating elements, brewer filter screens, thermal cut-off devices, water level floats, electro-mechanical thermostats, O-rings and seals.)

Other Parts: One (1) year. However, Buyer’s rights under this limited warranty do not apply to disposable parts (e.g. light bulbs and fuses), external parts or plumbing (e.g. hoses, drains, external pumps, filters or fittings), or any part or accessory that is not furnished or installed by Company or a Company authorized service technician.

All warranty periods shall run from the date of Product delivery by Company to Buyer, as evidenced by Buyer’s proof of purchase (including Buyer’s purchase agreement, packing slip, invoice, or other written receipt reasonably acceptable to Company). All replacement parts or products furnished by Company or a Company authorized service technician pursuant to this limited warranty shall be covered by this limited warranty for the remainder of the applicable warranty period. No warranty period shall be extended by any Company action or failure to act under this limited warranty.

INITIATING WARRANTY SERVICE

To initiate warranty service, Buyer must contact Company at its toll-free warranty hotline at 1-888-759-0195, report the nature of the Product malfunction or failure, and schedule service with respect to the Product by a Company authorized service technician. As a condition to Buyer’s receipt of warranted service or parts pursuant to this limited warranty, Buyer shall provide Company with such information as may be reasonably required by Company to confirm the effectiveness of or Buyer’s coverage under this limited warranty, which may include, without limitation, furnishing the Company with copies of (1) this limited warranty and (2) Buyer’s proof of purchase. In the event that the Company determines Buyer’s claim is not covered under this limited warranty with respect to specified service or parts, Company shall advise Buyer of the same as well as service and part procurement alternatives available to Buyer on a fee basis. At the scheduled service appointment, a Company authorized service technician shall inspect and examine the Product and will diagnose whether such Product malfunction or failure has been caused by defects in materials or workmanship of the Product (as to Buyer’s service warranty) and/or a specifically warranted part (as to Buyer’s parts warranty). Buyer shall assist and cooperate with Company and any Company authorized service technician in diagnosing issues with respect to the Product and comply with Company’s warranty process.

CLAIMS PROCESS

In the event that Company or its authorized service technician determines Buyer’s service claim falls within the scope of this limited warranty, such services rendered by Company or its authorized service technician shall be performed free-of-charge to Buyer. In the event that Company or its authorized service technician determines Buyer’s parts claim falls within the scope of this limited warranty, such Company authorized service technician shall, on behalf of Company and at Company’s option, repair or replace the defective part free of charge to Buyer. Notwithstanding the foregoing, Buyer shall be liable for any charges for services rendered or parts furnished to Buyer which the Company or its authorized service technician determines are not covered by this limited warranty, which service and/or parts shall be invoiced to Buyer at their retail cost and shall not be otherwise subject to the provisions of this limited warranty. Replacement parts will be new or serviceably used and reasonably comparable in function and performance to the original parts. If Company is not able to perform such repair or replacement because relevant parts have been discontinued or are not, in Company’s sole discretion, reasonably available, Company may, at its option, either replace such part with a comparable part, replace such Product with a new or serviceably used product or a product reasonably comparable in function and performance to such Product, or reimburse Buyer for its purchase cost for such Product (less reasonable depreciation). If Company determines that Buyer’s claim is not covered under this limited warranty with respect to service or specified parts, Company shall advise Buyer of the same as well as service and part procurement alternatives available to Buyer on a fee basis, but Buyer shall be liable for the retail

during the Term, as provided that Buyer shall own all parts and Products that are exchanged for a replacement part or product and Buyer shall own all such replacement parts or products.

LIMITATIONS

This limited warranty, including warranties relating to the provision of both services and parts, does not cover problems caused by normal wear and tear, imperfections in a Product that meet design specifications or do not materially alter functionality (such as cosmetic damage), problems resulting from external causes (including without limitation accident, abuse, misuse, mishandling, negligence, error, fire, theft, vandalism, riot, explosion, natural disaster, acts of God, power surge, damage incurred in transit, or any other causes beyond Company's reasonable control and not avoidable by Buyer's reasonable diligence), problems caused by or relating to any service, repair or modification of a Product by a third party, problems arising from or relating to the use of any replacement parts, components or accessories not conforming to Product specifications, or problems caused by use in conjunction with non-Company products. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION STATUTORY OR IMPLIED WARRANTIES, FURTHER INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. ANY SUCH WARRANTIES WHICH ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT PERMITTED BY LAW, TO THE APPLICABLE PERIOD OF THIS LIMITED WARRANTY OR THE SPECIFIED DURATION OF SUCH IMPLIED WARRANTIES UNDER APPLICABLE LAW, WHICHEVER IS SHORTER. EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS LIMITED WARRANTY. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY ACTION, CLAIM OR OTHER PROCEEDING BY BUYER ARISING FROM OR RELATING TO THIS LIMITED WARRANTY SHALL BE COMMENCED WITHIN ONE (1) YEAR OF ITS ACCRUAL. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ADDITIONAL LIMITATIONS REGARDING SERVICE

In addition to the limitations set forth above, the limited warranty provided herein with respect to services shall be subject to Buyer's compliance with the following conditions: (i) Buyer uses and purchases for use in conjunction with the Product Teazers brand products on an exclusive basis; (ii) Buyer purchases no less than an average minimum volume of 6 servings per day of Teazers brand tea products during the preceding 12 month period (calculated on an annualized basis in the event that this limited warranty has been in force for less than 12 months); and (iii) Buyer shall be liable for and shall be invoiced for the retail cost attributable to (a) any travel time of Company authorized service technicians and other applicable Company contractors and agents in excess of one hour, (b) any additional training services rendered following the initial Product training provided at installation, (c) any services rendered with respect to "Accelerated Wear Parts" or "Other Parts," and (d) shipping and handling.

TERMINATION OF WARRANTY

Company's obligations to Buyer under this limited warranty shall automatically terminate with respect to the Product in the event of any of the following, as the same may be determined to exist or have occurred in Company's sole discretion: (i) Buyer or any guarantor or surety of Buyer breaches or is otherwise not in full compliance with any agreement with Company relating to the Product, including without limitation any applicable contracts of sale, service, or distribution; (ii) the use, operation, marketing or sale of the Product not in accordance with Product instructions, specifications or applicable law, including without limitation the brewing or other preparation of coffee or other consumables other than tea in accordance with Product specifications; (iii) failure to perform preventative maintenance, repair or replacement with respect to the Product as recommended or otherwise set forth in Product instructions; (iv) the use or operation of the Product during a period of Product defect, damage, malfunction, failure or want of maintenance, repair or replacement as recommended or otherwise set forth in Product instructions; (v) the modification of the Product to alter its functionality or capability, including without limitation any modification of the Product to permit the brewing or other preparation of coffee or other consumables other than tea in accordance with Product specifications; (vi) Buyer's use of the Product in connection with the marketing or sale of coffee or coffee-related products; (vii) Buyer's movement of the Product from its original or any subsequent installation location without the Company's prior written consent; (viii) the removal or defacement of any Product serial numbers; or (ix) any attempt with respect to any of the foregoing matters.

ASSIGNMENT

This limited warranty applies to Buyer, its heirs and successors, and shall be applicable to Buyer's assigns, including without limitation any person to whom Buyer sells, leases, or otherwise transfers the Product

during the Term, provided that Buyer has paid for the Product in full in accordance with any applicable contract of sale and Buyer has provided Company prior written notice of such transfer. This limited warranty shall be freely assignable and delegable by Company. Company, its employees, contractors and agents are only persons entitled to perform Company obligations arising under this limited warranty.

CONTACT

In the event that Buyer has a question regarding the terms or application of this limited warranty or a complaint regarding its performance, Buyer may contact Company by mail at Red River Tea Company, Warranty Claims Department, 2544 W. Commerce St., Dallas, TX 75212, or at Company's warranty hotline at 1-888-759-0195.

OTHER TERMS AND CONDITIONS

This limited warranty represents the entire agreement between the parties respecting the subject matter hereof and may not be contradicted by evidence of prior or contemporaneous oral agreement. This limited warranty and the legal relations between the parties shall be governed by, construed and enforced in accordance with federal law and the laws of the State of Texas (without reference to the conflicts of law provisions thereof). This limited warranty shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns, and shall not confer any rights or remedies upon any other person or entity. No amendment, modification or extension of this limited warranty or any provision thereof, or any waiver on our part of any covenant, term or condition of this limited warranty to be performed or complied with, shall be binding unless Company consents to the same in writing. No Company distributor, employee, contractor or agent is authorized to make any amendment, modification or extension or waive compliance with any provision of this limited warranty. If any provision of this limited warranty is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, and the legality, validity or enforceability of the remaining provisions shall not be affected or impaired.

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