

Effective Date: 7/1/2019

**LIMITED WARRANTY ON THE  
THERMOMIX® AND THERMOMIX® ACCESSORIES  
(for residential use)**

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**VORWERK CANADA, LTD (“Vorwerk” or “We” or “Us”) WARRANTS THAT THE THERMOMIX® (DEFINED BELOW) AND THE THERMOMIX® ACCESSORIES (DEFINED BELOW) THAT YOU PURCHASED IN CANADA DIRECTLY FROM VORWERK OR AN AUTHORIZED THERMOMIX® INDEPENDENT CONSULTANT (THROUGH AUTHORIZED CHANNELS) WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP UNDER NORMAL HOUSEHOLD USE IN ACCORDANCE WITH PUBLISHED INSTRUCTIONS.**

**Who May Use the Limited Warranty:** We extend this Limited Warranty (“Warranty”) to the consumer that originally purchased the Covered Products, defined below, as well as to any other transferee of the Covered Products during the Warranty Period, defined below. Should the ownership of the Thermomix® change during the Warranty Period please update the owner information by calling 1-855-867-9904.

**What the Limited Warranty Covers:** This Warranty covers defects in materials or workmanship during the Warranty Period of the Covered Products purchased in the Canada. The “Covered Product” or “Covered Products” are the:

- (1) Thermomix® TM5 (i.e., the Base Unit, the Mixing Bowl, the Mixing Bowl Base, the Mixing Bowl Lid, and the Recipe Chips/Cook-Key®); and
- (2) Thermomix® TM5 Accessories (i.e., the Mixing Knife, the Sealing Ring for the Mixing Knife, the Spatula, the Butterfly Whisk, the Measuring Cup, the Simmering Basket, the Varoma dish, the Varoma tray and the Varoma lid) (the “Covered Products”).

**What the Limited Warranty Does Not Cover (“Exclusions”):** This Warranty does not cover any damage due to: (a) commercial use; (b) normal wear and tear; (c) storage; (d) an accident, misuse, abuse, or improper use; (e) liquid leaking or spilling into the Thermomix® base; (f) use not in conformity with published directions (e.g., Instructions Manual, or otherwise); (g) negligent handling or damage due to faulty packaging or mishandling in transit to Vorwerk for repair; (h) alteration or defects caused by user or other third-parties; (i) damage caused by third-party accessories; (j) repairs, service, or alteration to the Product or any of its parts by a person not authorized by Vorwerk; or (k) an act of God.

This Warranty does not cover counterfeit, fake, or grey market products. Canadian consumers only: Vorwerk will only provide support for Thermomix® products that Vorwerk has imported into Canada and sold through its authorized channels. **NOTE:** Amazon, eBay, Craigslist, etc. are not authorized channels.

**The Period of Coverage:** Subject to the Exclusions contained herein, this Warranty starts on the date you purchased the Covered Product. The term of the Warranty (the “Warranty Period”) is:

<u>Covered Product</u>	<u>Warranty Period</u>
Thermomix® TM5	Two-Years

Thermomix® TM5 Accessories	Six-Months
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The Warranty Period is not extended if we repair or replace the Covered Products. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

**What Vorwerk Will Do Under the Limited Warranty:** With respect to any defects in materials or workmanship of the Covered Products during the Warranty Period (subject to Exclusions), We will, in our sole discretion, either: (a) repair the Covered Product with new, reconditioned, or refurbished parts; (b) replace the Covered Product with a new, reconditioned, or refurbished part; or (c) provide a full refund of your purchase price upon return and receipt of your Thermomix®, if Vorwerk is unable to repair or replace the Covered Product.

#### **LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE COVERED PRODUCTS, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. VORWERK DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IF VORWERK CANNOT DISCLAIM IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. THE WARRANTY DURATION ON ANY REPLACED PRODUCT WILL BE THAT PORTION OF THE WARRANTY PERIOD REMAINING ON YOUR ORIGINAL PRODUCT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. NATIONAL, STATE, AND LOCAL LAWS MAY GRANT YOU OTHER RIGHTS THAT ARE NOT AFFECTED BY THIS WARRANTY.

**How to Make a Warranty Claim:** To make a Warranty claim please contact Vorwerk's Customer Service via email at [service@thermomix.ca](mailto:service@thermomix.ca) or call +1 855-867-9904 during the Warranty Period to obtain a box and mailing label (limited to customers residing within Canada). For details see our website: [www.canada.thermomix.ca](http://www.canada.thermomix.ca). This Warranty is conditioned upon presentation of your order number and the return of the Covered Products.

If shipment of a replacement is requested and/or provided prior to the arrival of the returned Covered Products in the Vorwerk distribution center, you may be required to authorize payment pay for the replacement prior to shipment, with credit being issued to you for the amount of the replacement after the Covered Products have been received and inspected at Vorwerk's distribution center and determined by Vorwerk that the damage falls within this Warranty.

**What if the Problem is Not Covered or Out-of-Warranty:** If after we inspect the Covered Products presented for service we determine that the problem or damage does not fall within this Warranty (or falls within the Exclusions), you will have the option to, either: (a) have Us service the Covered Products at the then current Thermomix® Repair Service Fee, at your sole expense; or (b) have the Covered Products returned to you, at your sole expense.