

Terms and Conditions for Purchasing a Used or Refurbished Coffee Machine from La Marzocco Home (LMH)

1. Understanding These Terms

- 1.1 Who We Are: "LMH" refers to La Marzocco Australasia Pty Ltd, its successors, or anyone acting on its behalf.
- 1.2 Who You Are: "Customer" means the person buying the LMH machine and associated products and related services.
- 1.3 What We Sell: "Goods" refers to the LMH machine and any related services we provide, and which Goods have been restored to a functional condition, utilising a grading system to indicate their quality and condition.

2. Your Agreement with Us

- 2.1 By placing an order or accepting the delivery of a used or refurbished LMH machine, you agree to these terms.
- 2.2 Any changes to these terms must be agreed by both you and us.
- 2.3 Used and refurbished machines are categorised into grades, which reflect their physical and operational condition.

3. Price and Payment

- 3.1 The price you pay will be either what's listed on our website for that used or refurbished machine and its grade, any invoice we issue or our current price at delivery depending on how you purchased the LMH machine.
- 3.2 We might ask for a deposit, which isn't refundable.
- 3.3 Payment is due before delivery, or as specified on your invoice.
- 3.4 Prices include GST unless stated otherwise.

4. Delivery Details

- 4.1 We deliver when the machine is handed to you.
- 4.2 Delivery costs may be extra, depending on your location.
- 4.3 If you're not available when we deliver, you might have to pay a re-delivery fee.
- 4.4 If upon arrival you notice the machine is damaged or that certain items or parts are missing, you must notify us within 48 hours of delivery.

5. Online Orders

- 5.1 Our website may sometimes be down for maintenance.
- 5.2 We can't guarantee that all products shown online are available.
- 5.3 Online payments are secured with encryption technology.

6. Risk and Ownership

- 6.1 Once the machine is delivered, you're responsible for any damage or loss.
- 6.2 We own the machine until you've paid in full.

7. Warranties and Returns

- 7.1 Our warranty is offered in addition to your rights under the **New Zealand Consumer Guarantees Act 1993**. Nothing in this warranty limits or excludes those rights. Depending on the circumstances, you may be entitled to additional remedies under the Act, including repair, replacement, or refund.

7.2 **Minor Defects**

If the defect is minor and can be easily repaired, we have the right to choose to repair the machine.

7.3 **Major Defects**

If the defect is major, meaning the machine is unsafe, substantially unfit for its normal purpose, significantly different from its description, or cannot be easily repaired, you have the right to choose between a repair, replacement, or refund.

7.4 **How are minor or major defects assessed by LMH**

A defect in your LMH machine will be assessed by the La Marzocco technical team to determine whether it is classified as a minor or major defect. The assessment will consider factors such as the machine's safety, fitness for its intended purpose, substantial differences from its description, and the feasibility of repair. We will of course keep you informed throughout this process so that you are aware of your rights and options. We will inform you of the outcome of our assessment and whether the defect is minor or major and which will always be subject to your rights under the **New Zealand Consumer Guarantees Act**.

7.5 **Additional Warranty**

- (a) Where we offer an additional warranty for refurbished Goods that goes beyond the New Zealand Consumer Law, the terms of this additional warranty are detailed in the warranty document provided with your purchase or by clicking this <https://nz.lamarzoccohome.com/warranty/>
- (b) The additional warranty is not transferable if the machine is sold or transferred to another person.

7.6 **How to Make a Warranty Claim**

- (a) Contact us by email or phone or fill out the [service form here](#), as soon as you notice a defect or problem.
- (b) Provide proof of purchase and details of the defect.
- (c) We might need to inspect the machine to understand the issue.

7.7 **Returning the Machine**

- (a) If eligible for a return, make sure the machine is returned as close to its original condition as possible, including all factory accessories.
- (b) We'll cover return costs for major defects.

7.8 **When we Don't Cover a Warranty Claim**

- (a) The New Zealand Consumer Guarantees Act and any additional warranty doesn't cover damage from misuse, accidents, or unauthorised repairs undertaken by a repairer who is not an authorised LMH repairer.
 - (b) If you don't use appropriately filtered water and this is required in your location according to our specifications, <https://nz.lamarzoccohome.com/support/water-solutions-for-your-espresso-machine/> to check.
 - (c) If you don't use the machine according to our operating manual, hard copy provided with the machinery, please contact us for a digital copy.
 - (d) If you don't have the machine serviced at least every 12 months with a LMH authorised repairer.
- By understanding these options, you can make informed decisions if something goes wrong with your LMH machine. We're here to help ensure you're satisfied with your purchase.

8. **Using Our Intellectual Property**

- 8.1 We keep the rights to any designs, trademarks or materials we create.
- 8.2 You need our permission to use any of our logos or marketing materials.

9. **Keeping Things Private**

- 9.1 We'll keep your information confidential and secure.
- 9.2 We might share your information if required by law or for enforcing this agreement.

10. **What Happens If Things Go Wrong**

- 10.1 We can cancel your order or stop supplying machines if you breach these terms.

11. **Your Privacy**

- 11.1 We may collect and use your personal information to process your order.
- 11.2 You can ask us to see what personal information we have about you and request corrections.

12. **General Info**

- 12.1 These terms are covered by New Zealand law and courts and any disputes relating to these terms, service or the machine is to take place in New Zealand.
- 12.2 We're not responsible for delays or failures outside our control (like natural disasters).



la marzocco

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