

## **Warranty**

InfoPrint Solutions Company ("InfoPrint") warrants that the InfoPrint branded Supply (hereinafter called "Supply" or "Supplies") will be free from defects in material and workmanship and conforms to its specifications. The Warranty Period is defined as the earlier of 1) one year after the date of manufacture as stamped on the actual Supply, 2) one year from the date of purchase for Workgroup and Cutsheet printer Supplies, or 3) ninety (90) days for Industrial and Production printer print heads. A list of printer categories and their corresponding Warranty Period is provided at <http://www.infoprint.com/support/warranties>. If a Supply does not function as warranted during the Warranty Period, InfoPrint will exchange such Supply. Unless InfoPrint specifies otherwise, these warranties apply only in the country in which you purchased the Supply. NOTHING IN THIS STATEMENT OF LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

## **Not Covered under Warranty**

Warranty service does not include exchange when the problem results from accident, disaster, misuse, abuse, modification (including refilling, tampered with in any way or remanufacturing), improper storage, malfunctioning equipment, laser print cartridges which are simply empty as a result of normal use, or normal wear and tear, or a Supply that is damaged by use of a non-InfoPrint toner cartridge. Character or page yield is also not covered by warranty, as it is influenced by customer application, printer contrast settings, operating environments, printer condition, and paper type.

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **Obtaining Warranty Service**

If the Supply does not function as warranted, complete the End User Warranty Claim Form For Supplies. Return the Supply with a print sample illustrating the defect, proof of purchase and the completed End User Warranty Claim Form to the original place of purchase. If the End User Warranty Claim Form for Supplies is not available, then provide your company name, address and phone number, the place of purchase, brief description of the problem and a print sample, and return the Supply along with proof of purchase to the original place of purchase. Your sole remedy under this End User Statement of Limited Warranty for Supplies shall be InfoPrint's performance of the warranty service.

*For warranty service returns, please do NOT use the InfoPrint Cartridge Return Program shipping labels or return address, which are solely intended to be used to return used cartridges typically at the end of their productive life.*

## **Governing Law**

Both you and InfoPrint consent to the application of the laws of the country in which you acquired the Supply to govern, interpret, and enforce all of your and InfoPrint's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty for Supplies, without regard to conflict of law principles.

**THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.**

## **Jurisdiction**

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Supply.

### Limitation of Liability

Circumstances may arise where, because of a default on InfoPrint's part or other liability, you are entitled to recover damages from InfoPrint. In each such instance, regardless of the basis on which you are entitled to claim damages from InfoPrint (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, InfoPrint is liable for no more than: 1) damages for bodily injury (including death) and damage to real property and tangible personal property; and 2) the amount of any other actual direct damages, up to the charge paid or payable for the Supply that is subject of the claim. This limit also applies to InfoPrint's suppliers, subcontractors, and resellers. It is the maximum for which InfoPrint and its suppliers, subcontractors and resellers are collectively responsible.

**UNDER NO CIRCUMSTANCES IS INFOPRINT SOLUTIONS COMPANY OR ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

### Country Unique Terms

#### AMERICAS

**Jurisdiction:** *The following sentence is added to this section as it applies to the countries in bold print below:*

Any litigation arising from this Statement of Limited Warranty for Supplies will be settled exclusively by 1) in **Argentina**; the Ordinary Commercial Courts of the City of Buenos Aires; 2) in **Brazil**; the Courts of Rio de Janeiro, RJ; 3) in **Chile**; the Ordinary Courts of Justice of Santiago; 4) in **Colombia**; the Judges of the Republic of Colombia; 5) in **Mexico**; the Courts located in Mexico City, Federal District; 6) in **Peru**; the Judges and Courts of the judicial district of Cercado de Lima; 8) in **Venezuela**; the Courts and Judges of the Metropolitan Area of the City of Caracas.

#### **BRAZIL, PERU, ARGENTINA, MEXICO, CHILE, COLOMBIA AND VENEZUELA ("LATIN AMERICAN COUNTRIES")**

First paragraph, the second sentence is changed to read: "The Warranty Period is defined as twelve (12) months from the date of purchase of the Supply."

InfoPrint does not offer the InfoPrint Cartridge Return Program in the Latin American Countries.

#### **CANADA**

**Governing Law:** The following replaces "laws of the country in which you acquired the Supply" in the first sentence: laws in the Province of Ontario.

#### **PERU**

**Limitation of Liability:** *The following is added at the end of this section:*

In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by InfoPrint's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

#### **UNITED STATES**

**Governing Law:** *The following replaces "laws of the country in which you acquired the Supply" in the first sentence:* laws of the State of New York.

#### ASIA PACIFIC

##### **AUSTRALIA**

**What this Warranty Covers:** *The following paragraph is added to this section:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

**Limitation of Liability:** *The following is added to this section:*

Where InfoPrint is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, InfoPrint's liability is limited to the replacement of the supply with an equivalent supply. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

**Governing Law:** *The following replaces "laws of the country in which you acquired the Supply" in the first sentence: "laws of the State or Territory."*

**INDONESIA, INDIA, PHILIPPINES, and SINGAPORE**

In India, Indonesia, Singapore, and the Philippines disputes, whether contractual or not, arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) will be referred to and finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center ("SIAC Rules") then in effect, which rules are deemed to be incorporated by reference in this provision. The arbitration award will be final and binding for the parties and will be in writing and set forth the findings of fact and the conclusions of law.

The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

**PEOPLE'S REPUBLIC OF CHINA**

In the People's Republic of China any disputes arising from or in connection with this Agreement will first be resolved through friendly consultation, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958). The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award. During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration

**HONG KONG S.A.R.**

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of purchase" and "country of Installation") are replaced with "Hong Kong S.A.R.."

**JAPAN**

First paragraph, the second sentence is changed to read: The Warranty Period is defined as six (6) months from the date of delivery of the Supply.

**Governing Law:** *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty for Supplies will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

**MALAYSIA**

**Limitation of Liability:** *The word "SPECIAL" in item 3 of the last paragraph is deleted.*

**PHILIPPINES**

**Limitation of Liability:** *Item 3 in the last paragraph is replaced by the following:*

**SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**

**SINGAPORE**

**Limitation of Liability:** *The words "SPECIAL" and "ECONOMIC" in item 3 in the last paragraph are deleted.*

**EUROPE, MIDDLE EAST, AFRICA (EMEA)**

***THE FOLLOWING TERMS APPLY TO EMEA COUNTRIES WHICH ARE DEFINED AS:***

***Austria, Belgium, Denmark, Finland, France, Germany, Greece, Israel, Italy, Netherlands, Norway, Russia, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom***

The terms of this Statement of Limited Warranty for Supplies apply to Supplies purchased from InfoPrint or an InfoPrint reseller.

***Western Europe*** shall be defined as *Austria, Belgium,, Denmark, Finland, France, Germany, Greece, Italy, Netherlands, Norway, Spain, Sweden, Switzerland, and the United Kingdom.* The warranty for Supplies acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Supply has been announced and made available in such countries.

**Governing Law:**

*The phrase "the laws of the country in which you acquired the Supply" is replaced by:*

1) "the laws of Austria" **in Russia**; 2) "the laws of England" **in the United Kingdom**; and 3) "the laws of South Africa" **in South Africa**.

**Jurisdiction:** *The following exceptions are added to this section:*

1) **In Austria**; the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty for Supplies and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) **in United Kingdom** all disputes arising out of this Statement of Limited Warranty for Supplies or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) **in Belgium** all disputes arising out of this Statement of Limited Warranty for Supplies or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) **in France** all disputes arising out of this Statement of Limited Warranty for Supplies or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) **in South Africa**, both of us agree to submit all disputes relating to this Statement of Limited Warranty for Supplies to the jurisdiction of the High Court in Johannesburg; 6) **in Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty for Supplies shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 7) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty for Supplies will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, and d) Madrid for **Spain**.;

**Arbitration:** *The following is added under this heading:*

**In Russia** all disputes arising out of this Statement of Limited Warranty for Supplies or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. InfoPrint may, however, institute proceedings in a competent court in the country of installation.

**Western Europe**

***THE FOLLOWING TERMS APPLY TO WESTERN EUROPE (as defined above):***

The warranty for Supplies acquired in Western Europe is valid and applicable provided the Supplies have been announced and made available in the applicable countries.

***THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:***

**UNITED KINGDOM**

**Limitation of Liability:** Add the following as a new item 5 under the last paragraph:

- a) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section,