

Markem-Imaje Warranty Policy

The following terms and conditions of warranty supplement the general terms and conditions of sale of Markem-Imaje. In case of inconsistency between these terms and conditions of warranty and the general terms and conditions of sale of Markem-Imaje and/or previous release of terms and conditions of warranty, the latest shall prevail.

Subject to payment of the price by the Buyer, Markem-Imaje warrants that the equipment, software, spares and supplies will conform with published specifications and will be free from defects in materials and workmanship during the period as set forth below, unless otherwise agreed by the parties.



Warranty scope

1. Markem-Imaje will, at its sole option, repair, replace or refund the purchase price of the equipment or spare which does not comply with the warranty given above. Warranty covers access to helpdesk, parts and labor to correct the defect.
2. Markem-Imaje will, at its sole discretion will replace damaged or defective equipment with new or refurbished equipment. At no time will advance exchange and or repaired product be replaced with new equipment.
3. Any warranty services provided by Markem-Imaje shall not extend the original limited warranty with respect to the equipment.



Warranty exclusions

1. The foregoing warranty shall not apply to defects resulting from:
 - Non-compliance with Markem-Image user guides, specifications, maintenance procedures or instructions.
 - Improper installation, use, storage, care, maintenance, or security set-up (software) by Buyer.
 - Consumable parts including, but not limited to, ink, additives, fluids, ribbons, labels and any other consumable part or miscellaneous parts do not have a warranty. They are fit for use at time of sale.
 - Thermal transfer printer (TTO) Product warranty will be immediately voided in the event a user is reusing the thermal transfer ribbons and passing the ribbon over the PH multiple times.
 - Modification, alteration or retiming of equipment or software by Buyer.
 - Use of products not supplied by Seller including without limitation interfaces, software, ink, additives, fluids, spare parts, accessories, ribbons, labels and consumables.
 - Accident, neglect, misuse, or abuse caused by Buyer.
 - Exposure to conditions outside the range of environmental, power, and operating specifications provided by Seller.
2. Defects occurring after the warranty period or falling out of the scope of the warranty will be repaired at Buyer's charge under the Repair Services conditions.



Warranty durations

Components		Direct Customer Duration		OEM's /partners
Break Fix parts (2)		12 Months		15 Months
Wear and tear parts (3)		6 Months		9 Months
All refurbished parts (from shipment date)		3 Months		6 Months
Repair and return (from Shipment date)		3 Months		3 Months
Exchange Services (from Shipment date)		3 Months		3 Months
Specific Equipment made to order (from Shipment date)		3 Months		3 Months
Colos Software (from Shipment date) (4)		3 Months		3 Months
On-Site Repair (7 days from completed service)		7 Calander days		7 Calander days
3rd party parts and or software (as per manufactures warranty)		Per Manufactures warranty		Per Manufactures warranty

Products with Special Warranty Conditions

Components		Direct Customer Duration		OEM's /partners
Co2 Laser Tubes		24 Months		27 Months
UV Laser Tubes		18 Months		21 Months
X series Smart Date printers (3)		6 Months or 40km		9 months or 40km
X series Extreme Smart Date printers (3)		6 Months or 100km		9 Month or 100km
Smart Date 5 family and 8018		No Warranty		No Warranty

- If the warranty request is validated, the helpdesk will inform Buyer of the warranty period linked to the failed part.
 - Markem-Image direct customer warranty will start: From the date of installation by a Markem-Image Technician or within sixty (60) days (of shipment date)
 - Markem-Image Partners, OEMs and Distributors: receive an additional 3 months of warranty from the shipment date.
- Break and fix parts are parts are components that do not transform any energy or motion.
- Wear and tear parts are parts designed to be worn and replaced before breakdown. Preventive maintenance should be conducted as following manufacturer's recommendations.
 - The six (6) months duration isn't a guarantee that the product lifetime is always equal or superior to 6 months. In case of an intense usage in a harsh environment, the wear & tear part can be worn within the first 6 months without having any defect. In that case, the warranty will not apply.

- b. X-Serie printheads warranty is subject to the following conditions: Buyer shall use Markem-Image 33mm ribbon for 32mm printhead, Markem-Image 55 mm ribbon for 53 mm printhead and Markem-Image 130mm ribbon for 128mm print head. Printhead files must be returned to Markem-Image helpdesk for acceptance. Printhead should be returned to Markem-Image for evaluation.
 - c. Parts and Components are used interchangeably and can include items like, boards, power cords, pumps, etc.
 - d. Subassemblies are systems that work in conjunction with each other. Print heads, Ink delivery modules etc.
4. Software will be free from defects in materials and workmanship for a period of thirty (30) days under normal use and service.
5. The warranty duration for 2200 printheads – both Direct Thermal (directly onto the labels with no ribbon) and Thermal Transfer (where a ribbon is used to transfer onto the label) starts at the shipment date of the printhead from Markem-Image.



Warranty service

Warranty claims must be submitted via Markem-Image helpdesk

Should a defect occur during the warranty period, the Buyer shall promptly inform Markem-Image's helpdesk, provide the Seller with all relevant information (including the equipment's log file content when requested by Seller) and reasonable access to its site. The Buyer shall contact the helpdesk and cooperate with Seller to inspect and remedy the defect. If not, additional costs can be charged to the Buyer. The Buyer shall not attempt to repair the equipment themselves without Seller's prior written consent. Process of validation, approval and remedy actions will be at Seller's sole discretion and might involve remote support, repair and return, exchange, on-site service or others.

Repair & Return Services are offered for some products only under the following conditions:

- Buyer shall obtain a return authorization number and comply with Seller's shipping instructions to return defective sub-assemblies of the equipment to the repair center of Markem-Image.
- Shipping charges from the Buyer to Seller shall be borne by Buyer.
- Shipping charges for the return of the sub-assemblies to Buyer, customs clearance and any other related charges shall be paid by Seller.

Exchange Services are offered for some products only under the following conditions:

- Seller supplies the Buyer with refurbished sub-assemblies and invoices the Buyer the following day of shipment.
- The Buyer shall return the defective sub-assemblies to the repair center of Markem-Image in the original Seller's packaging shipped with the refurbished sub-assemblies, with appropriate protection for transportation, with the Return Packing List form dully filled in (including the return packing list number), within fifteen (15) working days after the receipt of the refurbished sub-assemblies.
- If the defective sub-assemblies are not returned on time, not suitable for repair or damaged beyond economic repair, additional costs can be charged to the Buyer.
- The serial number of the defective sub-assemblies must match with the one specified in the order.
- All replaced refurbished sub-assemblies shall become the property of Seller.

The CoLOS® software warranty is subject to the following conditions:

- Seller warrants that at the time of sending the unique identifier to you and for a period of ninety (90) calendar days thereafter ("the Warranty period"): the Solution will provide the features and functions substantially in accordance with the Documentation, provided that the Solution is used under the normal operating and maintenance conditions, as directed in the Documentation, and in compliance with this policy.

- During the warranty period, Seller's sole obligation and your sole and exclusive remedy in the event of a breach of the warranties will be, at Seller's option, to cause the Solution to substantially conform to its Documentation (to the extent commercially reasonable and technically possible and on the condition that the error is reproducible) by amending or updating the Solution, or, if a correction or replacement cannot be made in a commercially reasonable manner, to refund the license fees previously paid for the non-complying Solution, depreciated in accordance with standard accountancy practices. Such correction, replacement media or Documentation that is supplied is warranted for the remainder of the original warranty period. Any warranty service under this Section may be performed, at our option: (i) by telephonic communication, (ii) via modem from our facility, (iii) by repairing or replacing any disks containing the Solution, or (iv) by Cloud or Web Services (V) otherwise as reasonably determined by Seller. We will provide on-site services only upon your request and subject to your payment of any applicable consulting services fees and costs.
- The warranty will not apply if: (i) any portion of the Solution has been modified, altered or changed in any manner by you or any party acting on your behalf, (ii) defects arise out of accident, neglect, misuse, failure of utilities, equipment failures, causes beyond Seller's control, or use other than ordinary use for which the Solution is intended, (iii) any substantial nonconformity of the Solution is due, through no fault of us, to the failure of, or defects in, any third party hardware or third party software used in connection with the Solution, (iv) you fail to use any Solution for the purpose or in the environment for which it was designed, including, operating software, hardware, network software programs and third party hardware or third party software, or (v) any of your data or databases that are accessed by, or interface with, the Solution, have been modified, manipulated, reformatted, altered or changed in any manner by you or any party acting on your behalf (other than by us or our authorized representatives).
- Notwithstanding any other provision in this warranty, any Solution provided to you without fees (including any Solution provided as a "free", "trial" or "beta" solution) is provided on an "as is", "with all faults", and "as available" basis, without any warranty of any kind and without support or other services by Seller.



Limited warranty

To the maximum extent permitted by applicable laws, the warranty services provided herein constitutes the Buyer's sole and exclusive remedies in case of defect.

The foregoing warranty is exclusive and in lieu of all other warranties, expresses or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, warranty or representation as to performances, non-infringement or lack of conformity, or any warranties arising from operation of law, or arising from course of dealing, or trade practice. Determination of the suitability of the products described in any quote or invoice is the sole responsibility of the Buyer and Seller shall have no responsibility in connection therewith. The fair use policy applies to all warranties.



Definitions

For purposes of this Warranty Policy, (i) “Buyer” shall mean the individual or entity identified on the applicable purchase order or supply agreement (or, if different, on Seller’s quotation, order acknowledgement or confirmation), (ii) “Seller” shall mean the Markem-Image entity identified on such entity’s quotation, order acknowledgement, confirmation or supply agreement, (iii) “Product” shall mean a product manufactured by Seller pursuant to the applicable supply agreement, quotation, order acknowledgement or confirmation, (iv) “Solution” shall mean a software offered by Seller pursuant to the applicable supply agreement, quotation, order acknowledgement or confirmation, (v) “Warranty period” shall mean X months / X year from date of original shipment from Seller’s facility as settled in Chapter 4