



## **WARRANTY**

Color Imaging, Inc. (“Color Imaging”) warrants that all Products (as defined below) sold by Color Imaging shall materially conform to Color Imaging’s product specifications during the applicable warranty period described below. As used herein, “Products” mean (1) printer or copier parts, OPCs, drum units and filled cartridges (“Finished Products”), and (2) toner, including MICR, in bottles, bags or drums (“Bulk Products”). The warranty period for Finished Products is one year following the shipment date of the Finished Product, and the warranty period for Bulk Products is six months following the shipment date of the Bulk Product. If a Product does not meet the warranty specified above (a “Defective Product”) and the customer complies with Color Imaging’s product return policy below, Color Imaging will, at its option, (i) replace the Defective Product with a conforming Product free of charge, (ii) give customer an in-house credit for the amount actually paid to Color Imaging for the Defective Product, or (iii) refund to customer the amount actually paid to Color Imaging for the Defective Product. This warranty does not cover damage to the Product caused by accident, abuse, misuse, natural disaster, human error, improper storage or handling, unauthorized disassembly, repair, or modification. Any claims for breaches of warranty not asserted by customer in accordance with the product return policy below shall be deemed waived by customer.

## **DISCLAIMER; LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED HEREIN, COLOR IMAGING DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE PRODUCTS, WHETHER EXPRESSED, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTY THAT THE PRODUCTS MEET THE REQUIREMENTS OF CUSTOMER.

IN NO EVENT SHALL COLOR IMAGING BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, RESULTS OF USE, INABILITY TO USE, OR RETURN OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOST PROFITS OR REVENUES, OR LOSS OF USE, REGARDLESS OF WHETHER COLOR IMAGING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLOR IMAGING’S LIABILITY WITH REGARD TO THE PRODUCTS EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY.

## **PRODUCT RETURN POLICY**

### **GENERAL PROVISIONS:**

Color Imaging is not required to accept the return of a Product unless the Product is a Defective Product. All returns, whether for a Defective or non-Defective Product, must be made during the applicable warranty period described above. Returns of non-Defective Products are at Color Imaging's discretion.

Before returning any Product (Defective or non-Defective), the customer must first contact Color Imaging's technical service department to obtain a Return Authorization Number and other shipping instructions.

Returns without a Return Authorization Number will be refused. Unless otherwise agreed by Color Imaging, returns must be made at customer's cost, provided such return costs shall be reimbursed by Color Imaging if the returned Product is determined by Color Imaging to be a Defective Product.

### **RETURN OF NON-DEFECTIVE PRODUCT:**

If Color Imaging permits the return of a non-Defective Product, the Product must be unused and returned in the original condition and packaging.

All returns of non-Defective Products accepted by Color Imaging are subject to a 20% restocking fee.

### **RETURN OF DEFECTIVE PRODUCT:**

Toner or toner cartridges being returned due to printing problems must be accompanied with test prints showing the defect and a short explanation of the problem.

Returned MICR toner must be accompanied by at least two voided MICR documents.

OPC Drums being returned due to print defects must be accompanied by at least three test prints showing the defect.