



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-Imaje 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 as settled in Chapter 4

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 Seller and/or previous release of terms and condition of warranty, the latest shall prevail.

Subject to payment of the price by Buyer, Seller 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. Seller 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. Any warranty services provided by Seller 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 Seller 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.
 - 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.
 - SmartDate5 family & 8018 printheads
 - Accident, neglect, misuse or abuse caused by Buyer.
 - Exposure to conditions outside the range of environmental, power and operating specifications provided by Seller.
 - Force majeure events.
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

< 3 months	3 months	6 months	12 months
Break & fix parts of printer ⁽¹⁾			
Wear & tear parts of printer ⁽²⁾			
All refurbished parts & printers ⁽³⁾ (From shipment date)			
Repair & return (From shipment date)			
Exchange services (From shipment date)			
Specific equipment / Made to order (From shipment date)			
CoLOS [®] Software ⁽⁴⁾ (From shipment date)			
On site repair (7 days warranty from date of Markem-Imaje field service engineer)			
3rd party parts or software As per manufacturer's warranty			

If the warranty request is validated, the helpdesk will inform Buyer of the warranty period linked to the failed part.

1. Break and fix parts are parts designed to last the entire lifetime of the product.
 - a. Markem-Imaje direct customers: from date of installation by a Markem-Imaje Technician within sixty (60) days (or shipment date)
 - b. Markem-Imaje Partners, OEMs and Distributors: fifteen (15) months from shipment date
 - c. Laser tubes get an extend for an additional three hundred and sixty-five (365) days.
2. Wear and tear parts are parts designed to be worn and replaced before breakdown. Preventive maintenance should be conducted as following manufacturer's recommendations.
 - a. 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 SmartDate printhead are warrantied six (6) months or forty (40) kilometers ribbon usage (whichever occurs first)
 - c. SmartDate5 family & 8018 printheads are not warrantied
 - d. X40 / X60 printheads warranty is subject to the following conditions: Buyer shall use Markem-Imaje 33mm ribbon for 32mm printhead, Markem-Imaje 55 mm ribbon for 53 mm printhead and Markem-Imaje 130mm ribbon for 128mm print head. Printhead files must be returned to Markem-Imaje helpdesk for acceptance. Printhead should be returned to Markem-Imaje for evaluation.
 - e. Markem-Imaje direct customers: from date of installation by a Markem-Imaje Technician within sixty (60) days (or shipment date)
 - f. Markem-Imaje Partners, OEMs and Distributors: nine (9) months from shipment date
3. Refurbished parts are parts returned to Seller and restored to like-new condition.
 - a. Markem-Imaje Partners, OEMs and Distributors: six (6) months from shipment date
4. Any media on which the Solution is distributed will be free from defects in materials and workmanship for a period of thirty (30) days under normal use and service.



Warranty service

Warranty claims must be submitted via Markem-Imaje helpdesk

Should a defect occur during the warranty period, Buyer shall promptly inform Markem-Imaje'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. Buyer shall contact the helpdesk and cooperate with Seller to inspect and remedy the defect. If not, additional costs can be charged to Buyer. 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-Imaje.
- Shipping charges from 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 Buyer with refurbished sub-assemblies and invoices Buyer the following day of shipment.
- Buyer shall return the defective sub-assemblies to the repair center of Markem-Imaje in the original Seller's packaging shipped with the refurbished sub-assemblies, with appropriate protection for transportation, with the Return Packing List form fully 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 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) 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 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 Buyer and Seller shall have no responsibility in connection therewith.