

Xaar Terms of Warranty

GENERAL SUMMARY

THIS SUMMARY DOES NOT FORM PART OF ANY AGREEMENT BETWEEN XAAR AND THE CUSTOMER, NOR DOES IT IN ANY WAY REPLACE ANY PART OF THE TEXT IN "XAAR TERMS OF WARRANTY" set out below .

Any Xaar Product we sell and which has a serial number, has a limited 12 month manufacturers warranty from the date it leaves the Xaar Factory. The warranty only covers defects which were caused by Xaar in the process of making the product.

- Customers must tell Xaar within 30 days of finding any defect;
- Xaar may agree to accept the product back (using the RMA process to authorise a return)
- the customer then has a further 45 days to send back the faulty product.

Customers must pay to send defective products back, and are not entitled to claim back this cost.

Products must be sent back in an acceptable condition, any product which is not received in an acceptable condition is not warrantable. If the original packaging has been thrown away, the customer must use a suitable alternative.

If a returned product is found defective and is to be replaced under warranty, Xaar for pays the costs of return to customer and the old defective product now belongs to Xaar. The replacement gets a minimum of six months warranty, even if the product it replaces had less than 6 months warranty left at the time it was replaced.

If a product is found NOT to have a warranty defect, the customer is notified and has 60 days to ask for it back at their expense, if not the product will be disposed of in an environmentally acceptable way.

Common Terminology Used In these Terms of Warranty:

"Customer" and "XAAR" shall mean as defined in XAAR's current Terms and Conditions of Sale;

"Printhead" means any printhead model manufactured by or for XAAR and sold as a XAAR product, which also bears a unique product serial number;

"System Component" means any system component product manufactured by or for XAAR and sold as a XAAR product, which also bears a unique product serial number, other than a Printhead;

"Product" means any product or part manufactured by or for XAAR and sold as a XAAR product and which bears a unique product serial number; including but not limited to Printheads and System Components;

"Approved Ink" means any ink or fluid which has received formal Full Warranty Approval from XAAR for use with one or more specific Printheads; and reference to Approved Ink shall mean any Approved Ink for use with the Printhead in question;

"Full Warranty Approval" of any ink or fluid shall be as notified in writing by XAAR and/or posted on XAAR's web site from time to time for the purposes of these Terms of Warranty;

"User Manual" means XAAR's most recent technical guide entitled 'User Manual' for each Printhead, concerning the operation, maintenance and specifications of such Printhead; as published in writing by XAAR and/or posted on XAAR's web site;

"XAAR Authorised Directions" means XAAR's written directions including but not limited to Engineering Bulletins and notifications of changes to Products and/or policies which are either addressed to the Customer and signed and dated by an authorised representative of XAAR; or as notified in writing by XAAR and/or posted on XAAR's web site from time to time.

1. XAAR Limited Warranty

- 1.1 Subject to clauses 2 and 3, XAAR warrants to the Customer that, under normal use and service Products shall be supplied and remain free from any functional defects in materials or workmanship for a period of 12 months from the date of despatch, meaning the date of shipment from XAAR, or notification for Ex-works collection by XAAR to the Customer of the Product in question.
- 1.2 In addition, in respect of any Product used with ink or fluid other than Approved Ink, these Terms of Warranty shall not apply. XAAR may at its discretion choose to provide such warranty to the Customer as it deems appropriate.

2. Exclusions and Conditions

- 2.1 THIS WARRANTY IS THE CUSTOMER'S EXCLUSIVE REMEDY IN RESPECT OF ANY PRODUCT NOT OPERATING AS SPECIFIED AND/OR DETERMINED BY XAAR TO CONTAIN FUNCTIONAL DEFECTS IN MATERIALS OR WORKMANSHIP.
- 2.2 EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR PURPOSE) IN RESPECT OF ANY PRODUCT, (AS DEFINED) ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 2.3 Any warranty provided in clause 1 shall only apply to Products which have at all times been stored, installed, used and maintained properly and reasonably and in accordance with the appropriate User Manual and any XAAR Authorised Directions, and which have not at any time been used with any ink or fluids other than Approved Ink.
- 2.4 Without limiting the foregoing, XAAR shall not be liable in respect of any fault, defect or failure of any Product caused by or resulting from:
 - 2.4.1 Wilful neglect or negligence or improper use, storage or handling of the Product;
 - 2.4.2 Accident, misuse, use outside the parameters set out in the appropriate User Manual, fair wear and tear, disaster (including war, terrorism, lightning, fire, flood) or any other event beyond XAAR's control;
 - 2.4.3 Failure to maintain in accordance with the appropriate User Manual and any relevant XAAR Authorised Directions;
 - 2.4.4 Any faults, defects or failures of equipment or systems in which the Product in question is incorporated; or
 - 2.4.5 Any blockage or physical damage to a nozzle plate except where arising directly from defects in materials or workmanship.
- 2.5 All Product warranties shall be invalidated and of no effect if, in XAAR's reasonable opinion:
 - 2.5.1 Tampering, or unauthorised adjusting, repairing or dismantling of the Product or any part thereof, or any attempt to do the same, has occurred; or
 - 2.5.2 The XAAR trade mark and/or Product serial number has been altered, deleted, removed or made illegible.

- 2.6 SUBJECT TO CLAUSE 2.7, AND SUBJECT TO MANDATORY LOCAL LAWS, XAAR SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE TO THE CUSTOMER WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE IN RESPECT OF ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, DATA OR CONTRACTS OR FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COSTS OR EXPENSES WHATSOEVER OR HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT (AS DEFINED) OR THESE TERMS OF WARRANTY AND REGARDLESS OF WHETHER XAAR HAD KNOWLEDGE OF THE POTENTIAL FOR ANY SUCH LOSS.
- 2.7 NOTHING IN THESE TERMS OF WARRANTY SHALL EXCLUDE XAAR'S LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR WILFUL MISCONDUCT OR IN RESPECT OF ANY FRAUDULENT MISREPRESENTATION.
- 2.8 These Terms of Warranty are subject to the Customer's performance of its obligations under XAAR's Terms and Conditions of Sale.

3. Warranty Obligations of the Customer and XAAR

- 3.1 The Customer is required to notify XAAR or its appointed agent in writing of any warranty claim within 30 days of the occurrence of the fault, defect or failure in respect of which the claim is brought. In the event that XAAR requests the return of the Product or part deemed to have failed, the Customer must return the Product or part promptly to XAAR for assessment, and in any event not later than 30 days from XAAR's request for return of the product. XAAR will not reimburse nor be held liable for the costs incurred for returning any Product to XAAR.
- 3.2 The nature and cause of any possible defects in returned Products shall be assessed by XAAR or its appointed agent in accordance with its published Returns Material Authorisation (RMA) procedure, as varied by XAAR from time to time.
- 3.3 If requested to return any Product to XAAR, the Customer shall follow instructions in accordance with the published RMA procedure and/or XAAR Authorised Directions, shall use original packaging or a suitable alternative and if possible enclose a copy of the original sales invoice.
- 3.4 Should XAAR receive any Products not returned in accordance with clause 3.3, XAAR shall consider the Product to have been mistreated and therefore not covered by XAAR Terms of Warranty. The Customer will be notified, and section 3.9 shall apply.
- 3.5 XAAR's sole obligation in respect of any breach of warranty under these Terms of Warranty is to repair or replace the Product or any defective part(s) of it at no additional charge to the Customer, using replacement Products or parts of similar or better condition or more recent specification.
- 3.6 The warranty period for any replacement Product or parts thereof are supplied at the time of replacement with whichever is the longer of:
 - 3.6.1 the benefit of any remaining warranty period applicable to the defective Product or part or;
 - 3.6.2 a six-month replacement warranty.
- 3.7 All defective Products or parts thereof returned to XAAR under warranty and which are replaced by XAAR shall become the property of XAAR and will not be returned.
- 3.8 For any Product replaced or repaired under warranty, XAAR will bear the costs and will not levy any charge for packaging and shipping the replacement and/or repaired Product to the Customer.
- 3.9 Where a product has been determined not warranty by Xaar, Xaar will notify the Customer for Ex-Works collection. The Customer may alternatively request that XAAR pack and ship the non-warranty Product back to the Customer for which Xaar will levy a charge. XAAR reserves the right to dispose of all Products found non-warranty 60 days after notifying a Customer for Ex-works collection.

4. Miscellaneous

- 4.1 In the United Kingdom only the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Warranty.
- 4.2 These Terms of Warranty shall be subject to English law, and XAAR and the Customer irrevocably agree to submit to the nonexclusive jurisdiction of the English courts.