

English

# LEXMARK LIMITED COMMERCIAL GUARANTEE

## Terms and conditions

M1342	MX632	C2326	CX833
M3350	MX721	C2335	CX950
M5255	MX722	C4342	CX951
M5270	MX822	C4352	CX961
MS331	MX826	CS331	CX962
MS431	MX953	CS431	CX963
MS531	XM1342	CS531	CX944
MS631	XM3142	CS632	XC2326
MS632	XM3350	CS730	XC2335
MS725	XM5365	CS735	XC4342
MS821	XM5370	CS737	XC4352
MS822	XM7355	CS963	XC8355
MS823	XM7370	CX331	XC9465
MS826		CX431	XC9525
MX331		CX532	XC9535
MX431		CX635	XC9635
MX432		CX730	XC9645
MX532		CX735	XC9655
		CX737	

## LEXMARK LIMITED COMMERCIAL GUARANTEE

### 1. Scope

- 1.1 Lexmark provides this Lexmark Limited Commercial Guarantee (hereafter the "**Lexmark Guarantee**") to the person who first purchases for its own use (hereafter the "**Original Purchaser**") a Lexmark branded printing device or Lexmark branded supplies as further described in Section 3 (hereafter the "**Lexmark Printing Device or Supplies**") and to any person to whom the Lexmark Printing Device or Supplies is lawfully given or sold on (together with the Original Purchaser hereafter the "**End-user**") during the term (hereafter the "**Term**") of this Lexmark Guarantee.
- 1.2 Under this Lexmark Guarantee, Lexmark guarantees that the Lexmark Printing Device or Supplies is manufactured from new or equivalent to new parts, conforms to the specifications published by Lexmark, is free from defects in materials and workmanship and is in good working order at time of delivery.
- 1.3 Lexmark also guarantees to provide technical support (hereafter the "**Technical Support**") to the End-user either via a Lexmark country website or the Lexmark hotline (as specified in the "Guarantee Guidelines" which are attached hereto and/or are available on your Lexmark country website).
- 1.4 THIS LEXMARK GUARANTEE IS OFFERED BY LEXMARK AS FREE-OF-CHARGE MANUFACTURER GUARANTEE AND IS IN ADDITION TO ANY CONTRACTUAL, STATUTORY OR COMMON LAW WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT (LEXMARK OR ANY OTHER PARTY FROM WHICH THE END-USER MAY HAVE PURCHASED THE LEXMARK PRINTING DEVICE OR SUPPLIES) UNDER APPLICABLE LOCAL LAW. ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.
- 1.5 The services defined in this Lexmark Guarantee (hereafter the "**Guarantee Services**") will be provided by the local Lexmark entity or the local Lexmark representative.
- 1.6 Lexmark will provide Guarantee Services (including Technical Support) in the Territory as defined and set forth in Section 6 of this Lexmark Guarantee.
- 1.7 THIS LEXMARK GUARANTEE IS LIMITED TO THE RIGHTS GRANTED EXPRESSLY TO THE END-USER IN THIS DOCUMENT, AND IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE FOLLOWING SECTIONS OF THIS DOCUMENT.

### 2. Support Process

- 2.1 During the Term of this Lexmark Guarantee, Lexmark will (i) provide Technical Support to the End-user to determine whether the Lexmark Printing Device or Supplies is defective and, if so, for which reason, and (ii) repair or replace, at its discretion, a Lexmark Printing Device or Supplies that is defective or ceases to function except as excluded herein. Original packing materials should be retained by the End-user during the Term of the Lexmark Guarantee.
- 2.2 The Guarantee Services and Technical Support will be provided by authorized support agents who can be contacted by telephone, fax or websites (as specified in the Lexmark contact list which is delivered as separate leaflet attached hereto and/or to be found on your Lexmark country website, hereafter the "**Guarantee Contact List**").
- 2.3 When providing Guarantee Services, Lexmark will first attempt to analyze the reason why the Lexmark Printing Device or Supplies may be defective or not functioning, and, if possible, rectify the problem over the telephone, the Internet or by fax. Lexmark will, at its sole discretion, repair a defective or not functioning Lexmark Printing Device or Supplies or replace it by either providing a new or an equivalent to new replacement product. Lexmark's authorized support agents will provide instructions relating to the return or replacement of defective or not functioning Lexmark Printing Devices or Supplies. All exchanged parts and products replaced under the Guarantee Services shall fall back or become the property of Lexmark. The delivery of a replacement product does not extend the Term of the Lexmark Guarantee for the respective Lexmark Printing Device or Supplies.
- 2.4 In the event that Lexmark provides a replacement Lexmark Printing Device or Supplies under this Lexmark Guarantee, the End-user shall return the defective or not functioning Lexmark Printing Device and Supplies in the packing materials provided with the replacement Lexmark Printing Device or Supplies according to the instructions and using the return address provided by the Lexmark authorized support agent in the course of the replacement procedure. Failure to return the defective Lexmark Printing Device or Supplies will result in an invoice for the replacement Lexmark Printing Device or Supplies at Lexmark's then current published list price.
- 2.5 A replacement Lexmark Printing Device is not furnished with Lexmark Supplies, cables and any hardware extensions that may have been shipped with, or installed on, the defective Lexmark Printing Device. These items are to be removed from the defective Lexmark Printing Device before it is returned and are to be used with the replacement Lexmark Printing Device.

### 3. Covered Products and Term

3.1. The following Lexmark products are covered by this Lexmark Guarantee and the following Terms apply:

- 3.1.1 Unless a longer Term is stated on the respective Printing Device or its packaging or its related Lexmark website, one year for Lexmark branded Printing Devices and their attached Lexmark branded hardware options and features (such as an additional paper tray), starting from the date of purchase by the Original Purchaser.
- 3.1.2 Lifetime for Lexmark branded toner supplies. Lifetime is defined as the period from the date of purchase by the Original Purchaser until the original toner placed in the cartridge by Lexmark is depleted to the point where the supply no longer functions.
- 3.1.3 One year for Lexmark branded inkjet supplies, starting from the date of purchase by the Original Purchaser.
- 3.1.4 One year for Lexmark branded original maintenance kits and fuser that came with a laser Printing Device, starting from the date of purchase by the Original Purchaser; or, until the Printing Device posts a "Life Warning" or "Scheduled Maintenance" message on the control panel; or, if the Printing Device's End-user interface is not capable of displaying such message, normal wear and tear, which ever comes first.
- 3.1.5 Ninety days for Lexmark branded replacement maintenance kits and fuser, starting from the date of purchase by the Original Purchaser. Intervention requested on replacement maintenance kits or fuser after ninety days shall be charged on a per incident and usage prorate base.

3.2 THIS LEXMARK GUARANTEE DOES NOT APPLY TO (I) ANY THIRD PARTY PRODUCTS BUNDLED WITH LEXMARK PRINTING DEVICES AND SUPPLIES (E.G. USB OR OTHER CABLES, SOFTWARE OR ADD-ON ITEMS DISTRIBUTED BY LEXMARK AS PART OF THE PRODUCT PURCHASE OR PACKAGE), (II) ANY LEXMARK OR THIRD PARTY SOFTWARE, OR TO (III) ANY LEXMARK OR THIRD PARTY PRINTING MEDIA.

### 4. End-User responsibilities

- 4.1 In order to receive Guarantee Services or Technical Support, the End-user must be able to provide a proof of the purchase of the Original Purchaser such as an invoice including details about the date of purchase and purchase location and/or the serial number, when requested to do so. Without such information the Lexmark Printing Device or Supplies may be deemed to be "Out Of Guarantee" and therefore any services provided would only be provided at the current service or technical support rates.
- 4.2 In order to enable Lexmark to provide the best possible Guarantee Services and Technical Support during the Term of the Lexmark Guarantee, the End-user shall register the Lexmark Printing Device or Supplies following Registration procedure described on the Lexmark website.
- 4.3 The End-user is responsible for verifying that his Lexmark Printing Device is configured in accordance with the setup instructions provided, for example, in the product documentation and/or by the Lexmark authorized support agent. If Lexmark determines that the problem can be fixed by a firmware upgrade, it will be the End-user's responsibility to apply the recommended firmware upgrade on the Lexmark Printing Device by following the instructions provided by Lexmark. Instructions may also be provided to the End-user by Lexmark's authorized support agents as a result of a support call.
- 4.4 In order to maintain optimum performance, some Lexmark Printing Devices may require maintenance kits after a certain amount of use. This is set forth in the applicable product specifications and installation materials which the End-user must conform with. The purchase and proper installation of maintenance kits and fusers remain the End-user's sole responsibility and the End-user will bear all related costs.
- 4.5 In order to obtain proper Technical Support, the End-user is requested to assist the Lexmark authorized support agent during the analysis process in order to enable a resolution of the problem via phone. The End-user must have the Lexmark Printing Device or Supplies in a working environment that enables proper analysis. If the End-user fails to provide the authorized support agent with adequate assistance, the Guarantee Services may be delayed or additional costs may be charged to the End-User.

## 5. Exclusions

This Lexmark Guarantee does not include services for/in any of the following situations:

- 5.1 the Lexmark Printing Device's or Supplies' serial number has been removed, damaged or rendered defective;
- 5.2 paper jam, other than those resulting from a manufacturing defect;
- 5.3 on site replacement of items replaceable by the End-user such as toner, inkjet cartridges and consumable parts replaceable by the End-user;
- 5.4 damages to the Lexmark Printing Device or Supplies, failure or degradation of performance of the Lexmark Printing Device or Supplies resulting from the use of supplies, parts, print media, software or attachments that are not original Lexmark supplies or parts, or that do not meet specifications recommended by Lexmark for the Lexmark Printing Device or Supplies;
- 5.5 failure, malfunction or degradation of performance that results from an unsuitable physical or operating environment. This may include, but not be limited to, damages that result from accidental damage or misuse, electrical surges or disturbances including lightning, End-user's negligence, improper use, alien/foreign parts accidentally dropped in the machine, fire or water damage or from operating in environments not conforming with Lexmark's specifications included in product documentation;
- 5.6 toner or inkjet supplies which are refilled by the End-user or a third party or cease to function because of accidental damage or misuse;
- 5.7 damage, malfunction or degradation of performance that results from service or maintenance on the Lexmark Printing Device or Supplies by anyone other than Lexmark or an authorized Lexmark service provider;
- 5.8 damage, malfunction or degradation of performance that results from the End-user's failure to perform cleaning or maintenance described in Lexmark user guides, manuals or the Lexmark website. This includes failure to replace consumable items, such as recommended maintenance kits at the recommended intervals, or maintenance done by a non-authorized third party;
- 5.9 repair damage, malfunction, or degradation of the Lexmark Printing Device or Supplies performance resulting from failure to properly prepare, package and transport the Lexmark Printing Device or Supplies as advised by Lexmark when the Lexmark Printing Device or Supplies is returned to Lexmark for repair;
- 5.10 non-compliance of the End-User with any criteria or product specifications stated in the Lexmark product documentation.

## 6. Territory

- 6.1 This Lexmark Guarantee applies to Lexmark Printing Devices or Supplies purchased and installed in those countries and/or regions in Europe, Africa and the Middle East that are listed in the Guarantee Contact List, and is provided by the Lexmark subsidiary or branch or local representative in each country.
- 6.2 The Lexmark Guarantee terms and/or services may vary from one country to another.
- 6.3 When the Lexmark Printing Device or Supplies has been transferred to another country in which Guarantee Services are available for the respective Lexmark Printing Device or Supplies, the End-user will be entitled to the same Guarantee Services as if the Lexmark Printing Device or Supplies had been purchased in the country to which it has been transferred. HOWEVER, CERTAIN SELECTED LEXMARK PRINTING DEVICE OR SUPPLIES ARE NOT OFFERED IN ALL COUNTRIES. THE LEXMARK GUARANTEE FOR SUCH LEXMARK PRINTING DEVICE OR SUPPLIES DOES NOT EXIST AFTER TRANSFER OF THE PRINTING DEVICE OR SUPPLIES IN ANOTHER COUNTRY IN WHICH LEXMARK OR THE LEXMARK LOCAL REPRESENTATIVE DOES NOT GENERALLY OFFER GUARANTEE SERVICES FOR THE SAME PRODUCT MODEL NUMBER.

## 7. LIMITATION OF GUARANTEE AND LIABILITY

- 7.1** The End-user's sole remedy under this Lexmark Guarantee in the event that a Lexmark Printing Device or Supplies is defective or ceases functioning are defined by the Guarantee Services set forth above. Even in the event of a breach of this Lexmark Guarantee, Lexmark's sole and exclusive liability for actual damages of any kind is limited to the price paid for the Lexmark Printing Device or Supplies or its repair or replacement. The exclusions and limitations of liability set out in this Clause 7 do not apply to bodily injury or property damage for which Lexmark is held legally liable.
- 7.2** Lexmark provides the Lexmark Guarantee only as set out above. SUBJECT TO THE FOREGOING, LEXMARK IS NOT LIABLE FOR THE CONSEQUENCES OF AN INTERRUPTION OF THE OPERATION OF THE PRINTING DEVICE OR SUPPLIES OR THAT OF A FAULTY OPERATION OF THE PRINTING DEVICE OR SUPPLIES. IN NO EVENT SHALL LEXMARK BE LIABLE FOR LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SAID DAMAGES.
- 7.3** THIS STATEMENT OF A LIMITED COMMERCIAL GUARANTEE IS THE EXCLUSIVE SET OF GUARANTEED TERMS. ALL OTHER EXPRESS OR IMPLIED MANUFACTURER GUARANTEES OR WARRANTIES, INCLUDING THE IMPLIED GUARANTEES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED (EXCEPT WHERE SAID IMPLIED GUARANTEES OR WARRANTIES ARE REQUIRED BY APPLICABLE LAW). NO MANUFACTURER GUARANTEES OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE TERM OF THIS LEXMARK GUARANTEE. FOR THE AVOIDANCE OF DOUBT, ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.

## 8. Severability clause

- 8.1** If any provision of this Lexmark Guarantee (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Lexmark Guarantee, and the validity and enforceability of the other provisions of the Lexmark Guarantee shall not be affected.
- 8.2** If a provision of the Lexmark Guarantee (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 9. Service Offerings

The End-user may extend this Lexmark Guarantee at any time during its Term by purchasing a Lexmark Service Offering. For additional information on Lexmark Service Offerings see details on Lexmark's website at [www.lexmark.com](http://www.lexmark.com) or contact your reseller.

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