

Warranty Policy for Videojet, Willett, Alltec and Marsh Products

Ref:	Invoice No	Invoice Date:

Warranty Policy

Videojet warrants that the equipment that is the subject of this sale conforms to Videojet's published specifications and is free from defects in materials or workmanship. This warranty is given only to the Buyer.

Warranty Includes

Unless otherwise provided herein, this standard warranty covers both the parts and labor necessary to correct any such non-conformities or defects. Parts coverage shall extend for 270 days from date of shipment. Coverage for on-site labor shall extend only until the earlier of (i) 60 days after date of installation of equipment, or (ii) 120 days from the date of shipment to Buyer

Laser	 Coverage for spare parts and for onsite labor shall extend only until the earlier of (i) 270 days from date of installation or (ii) 12 months after shipment. The laser tube coverage shall extend for an additional 365 days.
G4100	Coverage for spare parts and for onsite labor shall extend only until the earlier of (i) 270 days from date of installation or (ii) 12 months after shipment.
VIDEOJET 1120	Coverage for spare parts and for onsite labor shall extend only until the earlier of (i) 183 days from date of installation or (ii) 9 months after shipment.
Marsh Branded Products	Nine (9) months from the date of installation or Twelve (12) months from the date of shipment, whichever is earlier. Both parts and factory labor are covered fully for the warranty period.
Willett Branded Products	Warranty on all products and spares will be 9 months from the date of the installation at the customer or 12 months from the date of invoice, whichever is earlier.
International Equipment	Videojet's standard warranty policy for equipment is 12 months from the date of shipment. This warranty also covers the parts necessary to correct problems or defects with the equipment.
International Parts	Videojet's standard warranty policy for parts is 9 months from date of shipment.
OEM Equipment	Coverage shall extend for 365 days from date of shipment to the Buyer. However, coverage for on-site labor shall extend only until the earlier of (i) 90 days after date of installation of the equipment at the First Purchaser, or (ii) 270 days from the date of shipment to Buyer.

WARRANTY EXCLUDE

This equipment warranty specifically excludes: (i) any supply items or other consumable parts including, without limitation, focal lens, mirrors, fluids, filters, knives, transport belts, feed rollers, thermal transfer printheads, print rollers and print plattens; (ii) any equipment, subassemblies or parts, including without limitation the ink system, that have come into contact with fluids which were not manufactured or distributed by Videojet Technologies (I) Pvt. Ltd.; (iii) defects caused by the Buyer's failure to provide power or air supplies, or an operating environment, which conform to Videojet's published specifications; (iv) damage caused by fire, flood, lightning or any other act of God; (v) damage caused by abuse, misuse, neglect, Buyer's attachments or modifications, use of parts or fluids which were not manufactured or distributed by Videojet, or failure to follow the maintenance procedures described in Videojet's Owner/Service Manual for the equipment; damage caused by repair or service during the warranty period by anyone other than Videojet Technologies (I) Pvt. Ltd. or Videojet authorized representatives; (vi) equipment which is owned, leased or otherwise held by anyone other than the Buyer.

DEFECTS/FAILURE

If the Buyer discovers, before the expiration of warranty coverage hereunder, a failure of the equipment to conform to specifications or a defect in material or workmanship, it must promptly notify Videojet by contacting Videojet's central service dispatch personnel. Within a reasonable time after such notification, Videojet will correct any failure of the equipment to conform to specifications or any defect in material or workmanship with new or used replacements parts subject to coverage duration set forth above, and except as described above, such repair shall be at Videojet's expense.

WARRANTY SERVICES

Warranty services will be performed at the installed location of the equipment if that location is within 80 kms of one of Videojet's service centers (a list of Videojet's current service centers may be obtained from any of Videojet's sales representatives or offices). If the equipment is located more than 80 kms from a Videojet service center, then the equipment may be returned to Videojet (only after receiving a valid Return Material Authorization (RMA) number from Videojet) for warranty service (and the shipping charges will be borne by Videojet) or, at the Buyer's option, the equipment may be repaired at the installed location, in which case the Buyer will be charged at Videojet's then prevailing rates for the travel time and travel expenses of Videojet's technician.

HOURS OF WARRANTY SERVICE

Warranty service at any installed location will be provided only between the hours of 9:00a.m. and 5:30 p.m. local time and will not be provided on weekends or holidays.

FAILURE TO REPAIR EQUIPMENT

If Videojet is unable to repair the equipment to conform to the warranty after a reasonable number of attempts, Videojet will provide, at its option, one of the following: (i) a replacement unit of the equipment; or (ii) a full refund of the purchase price. These remedies are the Buyer's exclusive remedies for breach of warranty.

SPARE PARTS POLICY

Videojet warrants to the Buyer that non-consumable spare parts sold to the Buyer shall conform to Videojet's published specifications and will be free of defects in workmanship or material under proper and normal use for a period of 270 days from date of shipment. Videojet warrants to the Buyer that consumable parts, including, without limitation, filters, focusing lens, lens protectors, mirrors, knives, transport belts, feed rollers, thermal transfer printheads, print rollers and print plattens, shall conform to Videojet's published specifications and will be free of defects in workmanship or material at the time of shipment.

PARTS FAILURE

Should any failure to conform to the warranty appear within 270 days after date of shipment (30 days after date of shipment for consumable parts), Videojet agrees, upon prompt written notification thereof and confirmation that the parts were installed and used in accordance with Videojet's recommendations and published specifications and in accordance with standard industry practice, to repair or replace the defective parts with new or used parts. Videojet shall bear all costs for shipping, replacing and or repairing such defective parts. Videojet's spare parts warranty excludes any damage caused by the use of fluids not manufactured by or distributed by Videojet Technologies (I) Private Ltd.

SUPPLIES POLICY

Videojet warrants to the Buyer that supplies sold to the Buyer will conform to Videojet's specifications and will be free from defects in workmanship or material through the stated "best when used before date" appearing on the container, provided that such supplies are used and stored strictly in accordance with Videojet's specifications.

SLIPPLIES FAILLIRE

Should any of the supplies sold to the Buyer fail to conform to this warranty, Videojet agrees, upon prompt written notification, to replace such defective supplies. Buyer agrees to return the unused portion of any such defective supplies to Videojet.

WARRANTY DISCLAIMER

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF VIDEOJET, OTHER THAN AN OFFICER OF VIDEOJET, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

LIMITATION OF REMEDIES

IN NO CASE SHALL VIDEOJET BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT, VIDEOJET'S MAXIMUM LABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY VIDEOJET.



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