



WARRANTY POLICY

(APPLICABLE TO PRODUCTS SOLD IN THE INDIA)

- 1. Equipment Warranty.** The seller, **Videojet Technologies (I) Pvt. Ltd.**, or its Videojet branded corporate affiliate, whatever the case may be (“Videojet”), warrants that the printing and coding equipment purchased from Videojet conforms to Videojet’s published specifications and is free from defects in materials and workmanship. Unless otherwise provided herein, this warranty covers both the parts and onsite labor necessary to correct any non-conformities or defects with the equipment. For parts necessary to correct any non-conformities or defects, the warranty period extends until 12 months after the date of Invoice or Shipment of equipment from Videojet’s facility. For any onsite labor necessary to correct any non-conformities or defects, the warranty period extends until 06 months from the date of Invoice or Shipment of equipment from Videojet’s facility/Warehouse. Below are exceptions to the above warranty:

Laser Equipment - Warranty period for the laser tubes/source shall extend for an additional 12 months.

Products not Manufactured by Videojet – Videojet will pass through transferable manufacturer’s warranties.
- 2. Parts Warranty.** Videojet warrants that: (i) non-consumable spare parts will conform to Videojet’s published specifications and shall be free from defects in workmanship and materials for **09 months** from date of Invoice or Shipment and (ii) consumable spare parts, including, without limitation, filters, focusing lens, lens protectors, mirrors, knives, transport belts, feed rollers, thermal transfer print heads, print rollers and print platen pads, shall conform to Videojet’s published specifications and will be free from defects in workmanship and materials at the time of shipment.
- 3. Supplies Warranty.** Videojet warrants that its supplies, which includes inks, ribbons, makeup fluids and other consumable products (excluding consumable spare parts), will conform to Videojet’s published specifications and will be free from defects in workmanship and materials through the stated “best when used before date” appearing on the container.
- 4. Software Warranty.** Videojet warrants that for the earlier of 3 months from installation or 4 months from shipment, its software will perform substantially in accordance with Videojet’s published specifications and any accompanying user documentation, if the Software is used under normal operation and maintenance conditions. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN “AS IS” BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
- 5. Warranty Services.** Should any failure to conform to the warranty appear within the warranty period (or 1 month after shipment for consumable spare parts), Buyer must promptly notify Videojet in writing. Within a reasonable time thereafter and subject to the other provisions herein, Videojet will make the necessary repairs at its expense after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with Videojet’s recommendations, accompanying documentation, published specifications and standard industry practice. Onsite warranty services will be performed at the location of the goods if the location is within 150 Kms. of a Videojet base service location (a list of Videojet’s current service centers may be obtained from Videojet’s sales representatives or offices) and only between the working hours, excluding weekends and holidays. For locations farther than 150 Kms. from a Videojet base service location (please refer website for further details), Buyer shall request onsite service at Videojet’s then prevailing rates for the travel time and expenses of Videojet’s technician.
- 6. Failure to Repair.** If Videojet is unable to repair warranted goods after a reasonable number of attempts, Videojet will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. THIS SECTION 6 CONTAINS BUYER’S EXCLUSIVE REMEDIES AND VIDEOJET’S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.
- 7. Warranty Exceptions.** Videojet’s warranties herein do not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect or any other use not in accordance with Videojet’s recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer’s failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Videojet’s accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in Videojet’s accompanying documentation or published specifications; (v) repair or service by anyone other than Videojet or its authorized representatives; (vi) the warranted goods or any part thereof, including without limitation the ink system and thermal transfer printheads, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Videojet; (vii) any attachments to the warranted goods not manufactured, distributed or approved by Videojet; or (viii) any modifications to the warranted goods not approved by Videojet. This Warranty Policy covers goods owned, leased or otherwise held only by Buyer at all times (and no other third parties), and located only in India, unless otherwise prohibited by law. Videojet warrants that all services shall be performed in a professional and workmanlike manner in accordance with applicable industry standards for 30 days after performance. For the avoidance of doubt, repeat services on any equipment required to repair any prior or new issues are not covered by this warranty unless such issues arise from previous services provided by Videojet that failed to meet this service warranty. Videojet in its sole but reasonable discretion shall determine whether any of the exceptions herein apply.
- 8. Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER AND 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 ASSOCIATE OR AGENT OF VIDEOJET, OTHER THAN AN OFFICER OF VIDEOJET, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.
- 9. Limitation of Liability.** IN NO EVENT WILL VIDEOJET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT OF LIABILITY, VIDEOJET’S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY VIDEOJET GIVING RISE TO THE CLAIM.