

## WARRANTY NOTICE & TERMS OF DATAMARK SYSTEMS S.L.

DATAMARK warrants to the Buyer that the Equipment will be free from defects in material and workmanship under normal use and service for a period of one year (1 year) applicable to the Equipment, beginning on the date of receipt by Buyer. **THE ABOVE IS THE SOLE WARRANTY MADE BY DATAMARK REGARDING THE EQUIPMENT. DATAMARK DISCLAIMS ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES IN ANY WAY RELATING TO THE EQUIPMENT AND/OR PARTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**1. What does this warranty cover?**

Any defects in workmanship or malfunctions during the specific warranty coverage period as defined in this document.

**2. When does the warranty start?**

Warranty starts upon receipt of your product and expires after the time period listed in the chart below.

**3. How Datamark will proceed?**

DATAMARK will cover repair and/or replacement of any defective or malfunctioning component/s during the warranty period. DATAMARK covers all parts and bench time/labor at the DATAMARK factory only. Onsite repair at customer's facility may require additional travel and onsite repair charges.

**4. What is not covered by this warranty?**

Any problem that is caused by abuse, misuse, or an act of God (such as a flood) are not covered. Failure to conduct proper maintenance or issues caused by environmental issues (excessive heat, debris or moisture) may void the warranty.

**5. How to request the warranty coverage?**

To request warranty coverage or report a defect under warranty, please contact DATAMARK in writing.

**ALL WARRANTY CLAIMS MUST BE SUBMITTED IN WRITING BY BUYER TO DATAMARK WITHIN THE APPLICABLE WARRANTY PERIOD OF ONE (1) YEAR AND WITHIN THIRTY (30) DAYS OF DISCOVERY OF DEFECT, OR THE CLAIM WILL BE DEEMED WAIVED. THE OBLIGATION OF DATAMARK SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT EX WORKS FACILITY DESIGNATED BY DATAMARK (EXCLUDING SHIPPING COSTS, TO BE PAID BY BUYER), OF THE EQUIPMENT OR SUCH PARTS WHICH DATAMARK DETERMINES WERE DEFECTIVE IN MATERIAL OR WORKMANSHIP UNDER NORMAL STORAGE, USE AND SERVICE. THIS WARRANTY APPLIES ONLY TO NEW EQUIPMENT AND PARTS AND EXPRESSLY EXCLUDES WEAR PARTS. THIS WARRANTY SHALL NOT APPLY TO ITEMS MANUFACTURED BY OTHERS ATTACHED TO THE EQUIPMENT AND/OR PARTS, AND BUYER'S RECOURSE FOR DEFECTS IN SUCH EQUIPMENT AND/OR PARTS OF OTHERS SHALL BE EXCLUSIVELY AGAINST THE MANUFACTURER OF THE EQUIPMENT AND/OR PARTS UNDER THE TERMS OF THE DATAMARK'S WARRANTY. THIS LIMITED WARRANTY DOES NOT APPLY TO FAILURES OR DEFECTS OF THE EQUIPMENT COMPONENTS, AND/OR PARTS (INCLUDING WEAR PARTS) DUE TO ORDINARY WEAR AND TEAR, NEGLIGENCE (INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE AND STORAGE), ACCIDENT, IMPROPER INSTALLATION OR OPERATION, OR MODIFICATION NOT AUTHORIZED IN WRITING BY DATAMARK (INCLUDING BUT NOT LIMITED TO USE OF UNAUTHORIZED PARTS OR ATTACHMENTS). ANY ALTERATION OR MODIFICATION OF THE EQUIPMENT, OR ATTACHING OF ANY PARTS OR EQUIPMENT NOT MANUFACTURED BY DATAMARK OR NOT INTENDED TO BE ATTACHED TO THE EQUIPMENT, OR MAINTENANCE, USE OR OPERATION OF THE EQUIPMENT CONTRARY TO DATAMARK'S INSTRUCTIONS, OR OPERATION OF THE EQUIPMENT WITHOUT PROPER, DATAMARK-APPROVED TRAINING, SHALL AUTOMATICALLY VOID THIS WARRANTY. THIS LIMITED WARRANTY SHALL EXTEND ONLY TO THE BUYER AND IS NOT ASSIGNABLE. THE EXCLUSIVE REMEDY OF BUYER UNDER THIS WARRANTY OR OTHERWISE IN CONNECTION WITH THE EQUIPMENT AND FOR PARTS, SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT AND/OR PARTS IN ACCORDANCE WITH THIS PARAGRAPH, IN DATAMARK'S DISCRETION.**