

## Industrial Imaging Printer Limited Warranty

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**Covered Product or Accessory:** This Limited Warranty covers a Mitsubishi Industrial Imaging Printer (the “Product”) purchased from MITSUBISHI ELECTRIC US, INC. (“MEUS”) or a MEUS authorized reseller, dealer or system integrator.

**Coverage:** MEUS warrants that a Product covered under this Limited Warranty is substantially free from defects in material or workmanship.

**Non-Transferable:** This Limited Warranty extends only to the original retail purchaser (“Purchaser”) of a covered Product and may not be transferred.

**Exclusive Remedy of Repair or Replacement:** Repair or replacement of a Product found to be defective shall be Purchaser’s sole and exclusive remedy under this limited warranty and shall be available to Purchaser during the Claim Period.

**Repairs in the United States:** For a Product located in the United States, MEUS, at its option, will cover all costs for parts and labor reasonably necessary to repair or replace a covered Product. Warranty repairs shall be performed by a MEUS authorized service provider. Purchaser must transport the Product to an authorized service provide in order to receive warranty service. MEUS will pay the shipping expense for returning the Product to Purchaser following warranty service.

**Repairs outside the United States:** For a Product or Accessory located outside the United States, MEUS will cover costs for parts and labor, but may require the Purchaser to pay all shipping and handling expenses, including duties and applicable taxes and tariffs to get the unit to or from an MEUS Authorized Service Center.

**Replacement Product and Parts:** A replacement Product or part may be either new or remanufactured and may be shipped to Purchaser in either new or used packaging, at MEUS’s sole discretion. All parts used for replacement are warranted for the remainder of the product’s original warranty period, or 90 days from the replacement date of record thereof, whichever is longer. MEUS may require the return of the Product or part being replaced. If MEUS does require the return of the Product or part being replaced, Purchaser shall return the Product or part with the same packing materials with which it was sent, if these packing materials are in the same condition as when it was sent, or with equivalent materials likewise designed to avoid breakage during shipment. Purchaser’s failure to return a replaced Product or part when required to do so may result in MEUS charging the Purchaser the full retail price of the replacement Product or part.

**Purchaser’s Responsibilities:** Purchaser must care for, service and maintain a covered Product consistent with the recommendations found in the corresponding User’s Manual.

**Obtaining Warranty Service and Technical Support:** To obtain warranty service or technical support, the Purchaser must contact MEUS or the selling system integrator, reseller, or dealer. MEUS may be contacted by mail (MEUS Product Support – Visual and Imaging Systems Division, 5900-A Katella Ave., Cypress, CA 906300, telephone (+1 (888) 307-0309) or e-mail ([tsupport@meus.mea.com](mailto:tsupport@meus.mea.com)). In connection with scheduling service, PURCHASER MUST PRESENT A SALES RECEIPT OR OTHER WRITTEN EVIDENCE ESTABLISHING PROOF AND DATE OF PURCHASE.

**Limited Warranty Exclusions: This limited warranty does not cover:**

- A Product that has been modified, altered, repaired or serviced by anyone other than a MEUS authorized service provider;
- scratches, peeling, dents or other cosmetic damage; damage to this Product or to any other products where such damage is caused by unauthorized modification, alteration, repairs to or service of the product;
- accident;
- physical abuse or misuse or operation contrary to instructions in User’s Manual (including any failure to carry out any maintenance as described in the User’s Manual);
- use of print media other than media specified by MEUS;
- damage from excessive physical, operational or electrical stress;
- freight damage or damage due to improper shipping methods;
- damage caused by use of third party media, components or hardware;
- any mechanical breakdown or damage caused by a computer virus;

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- failure as a result of rust or corrosion on any covered product or part;
- damage caused by moving the Product to another location;
- any damage caused by acts of God or other factors beyond the reasonable control of MEUS, including but not limited to loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, terrorism, rebellion, riot, strike, labor disturbance, lockout, or civil commotion;
- nonfunctional parts (defined as parts that are not critical to the performance of the product's essential function, or a part that, if missing or broken, does not result in the product being non-operational) or cosmetic parts, aesthetic parts, including but not limited to plastic parts, shelves, drawers, racks, knobs, rollers, baskets, or handles;
- where no defect in the product covered under this limited warranty is found;
- any products that have had a serial number or any part thereof altered, defaced or removed;
- any costs or expenses for, or damages arising from product removal, installation or set-up, any adjustments of user controls, or other adjustments necessary to prepare the unit for display or use, or connection with any external device. Please consult the operating instructions contained in the User's Manual furnished with the product for information regarding user controls; and
- THIS LIMITED WARRANTY ALSO DOES NOT COVER THIRD PARTY ACCESSORIES AND OR SOFTWARE BUNDLED FREE OR RESOLD WITH THE PRODUCT. Warranty coverage on third party accessories and or software is limited to any warranty or limited warranty provided by the original accessory and or software manufacturer.

**Exclusive Warranty:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY MEUS TO PURCHASER. MEUS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED AND SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**Damages Disclaimer:** UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR PUNITIVE DAMAGES OR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR ON ANY OTHER BASIS WHATSOEVER.

**Claim Period Limitation:** A claim for breach of this Limited Warranty must be initiated within the applicable **Claim Period** stated in **Schedule A**, below. For a Product purchased from MEUS or from a MEUS authorized reseller, dealer or system integrator, the **Claim Period** commences on the date of purchase as indicated in the sales invoice, or proof of purchase and extends to the period as set in Schedule "A" of this document.

**Warranty Extension:** At any time during the term of this Limited Warranty, the Purchaser will have the option to extend the period covered by this Limited Warranty by purchasing a warranty extension at a price to be determined at MEUS's discretion. Any such warranty extension shall only extend the time period covered by this Limited Warranty, it shall not otherwise change the terms or limitations of this Limited Warranty in any way. Any such warranty extension that is purchased by Purchaser will be evidenced by a letter from MEUS to Purchaser detailing the extended period of the limited warranty, which will be incorporated into this Limited Warranty by reference.

**Governing Law:** This Limited Warranty and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.

**Dispute Resolution:** In the event a dispute, claim or controversy arises out of or relating to this Limited Warranty or the breach, termination, enforcement, interpretation or validity hereof, Purchaser shall, prior to taking any other action, contact MEUS by phone (+1-888-307-0309), e-mail (tsupport@meus.me.com) or U.S. Mail (MEUS, ATTN: Product Support, Visual and Imaging Systems Division, 5900-A Katella Avenue, Cypress, CA 90630) and attempt to resolve the dispute informally. In the event the dispute, claim or controversy is not resolved within 60 days of the initial dispute resolution contact, it shall be determined by binding arbitration. Any dispute over the determination of the scope or applicability of this arbitration provision shall also be determined by arbitration. Arbitration shall be conducted in Orange County, California before one arbitrator. The arbitration shall be administered by Judicial Mediation and Arbitration Services ("JAMS") ([www.jamsadr.com](http://www.jamsadr.com)) pursuant to its Comprehensive Arbitration Rules and Procedures. In rendering an award, the arbitrator may award the prevailing party its

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arbitration costs, including filing fees, reasonable attorneys' and paralegal fees, reasonable expert and other witnesses fees and costs, and any other costs reasonably incurred in investigating and pursuing or defending the claim. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**Waiver Of Trial By Jury And Class Action Relief:** Purchaser and MEUS each waive the right to a trial by jury or to participate in a class action.

**Severability:** If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

Additional product and technical information can be found at: [www.me-vis.com](http://www.me-vis.com).

**SCHEDULE A**

INDUSTRIAL IMAGING PRINTER MODELS	WARRANTY PERIOD	COVERAGE
P-93W, P-95DW, AND CP-30DW, CP-30W, CP-31W, CP-900DW, CP-900UM, CP-910U	1 Year (from verifiable date of purchase)	Parts and Labor
	6 months or 7,000 prints whichever comes first	Thermal / Video Heads