

# KATUN PRINTER PRODUCT WARRANTY POLICY

Katun Corporation ("Katun") warrants to the original purchaser from Katun ("Customer"), as provided below, that Katun Performance, Katun, Business Color, Access and Media Sciences brand (i) toner cartridges; (ii) drum cartridges; (iii) all-in-one cartridges; (iv) solid ink; (v) photoreceptors; (vi) bulk toners; and (vii) replacement parts intended for use in printer or facsimile machines (the "Product") will, so long as subjected only to Proper Use, be free from defects in materials and workmanship for a period of two (2) years from date of purchase (the "Warranty Period").

The Products will not cause harm to the machines in which they are installed when (i) the Product is used in a printer or facsimile machine for which it was intended; (ii) the Product is stored, installed, maintained and used properly; and (iii) the machine is properly used and maintained in accordance with the manufacturer's recommendations and user manuals ("Proper Use").

Any Product that has been determined by Katun to have a defect in materials or workmanship that was discovered within the Warranty Period will at Customer's election, and as Customer's exclusive remedy, either be replaced with a comparable product free of charge or the Customer provided with an account credit based on the cost of the item and to be applied toward future purchases of Katun products. At Katun's discretion, the Customer may be required to return defective Product to Katun for inspection and evaluation.

Should the Product under Proper Use be found to have caused damage to the operating components of a printer or facsimile machine due to a defect in materials or workmanship, Katun, at its election and as the Customer's exclusive remedy, will either pay the reasonable and customary charges for the repair of the damage to the printer or facsimile caused by the Product or provide an equivalent new or refurbished printer or facsimile, provided that all of the following requirements are satisfied: (i) such damage occurs within the Warranty Period; (ii) Customer notifies Katun in writing about the occurrence of damage within ten (10) days after the occurrence of the damage and (iii) Customer provides Katun within thirty (30) days thereafter a written statement of the OEM or an OEM-authorized dealer or service organization issued on such company's letterhead stating that (a) the Product is the sole and direct cause of the damage, (b) describing how the Product caused the damage and (c) describing in detail the extent and nature of the damage.

Under no circumstances will this warranty apply to a Product that has been mishandled, operated, stored or used in a manner inconsistent with such Product's proper installation, storage or handling instructions or reached or exceeded its useful life, and any such event shall automatically void this warranty. This warranty also does not cover damage as a result of accident, abuse or unauthorized disassembly, repair or modification to the machine, or if the Product has been disassembled, modified or tampered with, and any such event will automatically void the warranty.

The foregoing warranty does not apply to any OEM products.

## DISCLAIMER OF WARRANTIES

**IN NO EVENT WILL KATUN BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES, OR INDIRECT LOSSES, INCLUDING LOSS OF PROFITS, OR ANY PUNITIVE DAMAGES RESULTING FROM THE USE OF ANY PRODUCT OR BY ANY BREACH OF WARRANTY. THE WARRANTY AND CUSTOMER'S REMEDIES SET FORTH HEREIN FOR ANY BREACH OF THE WARRANTY ARE EXCLUSIVE. KATUN DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

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