

InkTec Europe Ink Train Warranty

What InkTec Warrants

InkTec's Ink Train Warranty is granted by InkTec Co.Ltd to the original purchaser of real solvent ink, eco solvent ink, aqueous based ink manufactured by InkTec Korea and to the end-user if the inks were purchased through an authorized member of InkTec's Global Dealer Network.

InkTec warrants that their inks, when properly used in accordance with the terms and conditions of this Warranty, shall not cause damage to the ink train of the printer of their intended use.

"Ink Train" for the purpose of this warranty is defined as the wetted parts of the printer, to include the filters, dampers and print heads.

Guarantee against Performance Failure

In the event that the InkTec inks fail to perform as guaranteed in this warranty, InkTec and/or its authorised agent or distributor will replace the damaged wetted parts of the printer (or issue a credit for this component where, at InkTec's sole discretion, replacement is not reasonably possible).

All statements, technical information and recommendations about InkTec products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All InkTec products are sold with the understanding that Purchaser has independently determined the suitability of such products for its purposes. It is expressly agreed and understood that InkTec's sole obligation and Purchaser's exclusive remedy under this warranty, or under any other warranty, express or implied or otherwise, shall be limited to servicing (replacement or repair) of the affected wetted parts of the printer if the proper claim process is followed and it is found that InkTec's inks are the sole cause of the failure.

Notification of Claim

This ink Train warranty requires that InkTec and/or its authorized agent or distributor be notified in writing of any claims within three days of suspected failure. In order to make a warranty claim, the proper escalation procedure must be followed:

* Completed Customer check list submitted to the authorized InkTec dealer through whom the inks were purchased along with supporting photographs, test prints or other documentation that will assist InkTec in the evaluation of the issue submitted with the check list of 'Printing', 'Printability' and 'Visuals' (where appropriate) submitted.

InkTec reserves the right to inspect all reported claims. Failure to comply constitutes a waiver of all rights under this Ink Train Warranty

With required documentation, all settlements first require the approval of the InkTec Korea Quality Management team. With approval, service will be provided or credit will be given to the appropriate customer account as per the terms of this warranty.

Conditions to Warranty

This warranty will apply to failures resulting from normal use of InkTec inks and it will apply only if:

* All InkTec inks were directly supplied by InkTec Korea, its subsidiary or any of its authorized distributors or dealers.

* InkTec inks were stored at all times, prior to their use, following the recommended storage conditions by its manufacturer.

* All InkTec inks are used within 6 months of delivery or its otherwise noted shelf life.

* All InkTec inks are used in accordance with all specifications, recommendations, instructions and manuals provided by its manufacturer or any of its authorized InkTec distributors.

* Customer has not failed to timely complete any payment due to InkTec or any authorized InkTec distributor.

Warranty Limitations

Limitation of Product Misuse. This warranty does not cover printers that are modified or damaged through misuse, abuse, accident, vandalism, neglect or mishandling of processed or unprocessed materials by Purchaser or any other person. Before using for any other application, user shall determine

the suitability of the product for its intended use and user assumes all risk and liability in connection therewith.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS DESCRIBED HEREIN. INKTEC SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF INKTEC. IN NO EVENT SHALL INKTEC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL.. INKTEC 'S LIABILITY ON ANY CLAIM OF ANY KIND SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY

Appendix 1

InkTec shall use its best efforts to support any claims and find a root cause promptly if they have a problem in the product. But this claim must include a couple of documents and providing to initiate claim procedure as following:

- a. Sample of printing result
- b. Claim notes of printing itself, printability, Visuals.

