



Warranty & Extended Warranty Terms & Conditions

The terms and conditions of Lexmark Warranty Service, Extended Warranty Service, Warranty Renewal and Post Warranty Service apply to printers which Lexmark has accepted for Warranty Service including those for which Lexmark has issued a Certificate of Registration for Warranty Service, provided that the printer was originally purchased for company or individual use, and not for resale, from Lexmark or a Lexmark authorized reseller, referred to in this statement as the "Reseller." Coverage is limited to North America. Coverage may not be available in all areas of Canada.

Warranty Service Coverage

The coverage period is shown on the applicable Certificate of Registration for Lexmark Warranty Service for each covered printer or the coverage period as specified under the statement of limited warranty included in the user documents shipped with the printer, whichever applies.

The customer is entitled to Lexmark OnSite Warranty Service during the original warranty period specified in the user documents for a covered printer when a Lexmark OnSite Upgrade is purchased, or when an Extended OnSite Limited Warranty Service is purchased.

If the covered products include options or accessories, the options are covered only when installed on the printer for which they were designed. To obtain service for an option covered under Warranty Service; it may be necessary to present the option with the entire unit.

If a printer is sold before the expiration of the Warranty Service, then that coverage may be transferred to the new owner by written notification from the original owner to Lexmark at Lexmark Canada Inc., Service Department, 50 Leek Crescent, Richmond Hill, Ontario, L4B 4J3.

Contract Renewals

- 1.) All extended warranties are to be purchased during the Standard Manufacturer's Warranty period. Printers that fall out of warranty for more than 30 days will require re-certification prior to contract renewal. Costs associated with re-certification will not be covered under the new agreement and the customer will be responsible for any additional re-certification charges.
- 2.) Extended Warranty Agreements can be purchased up to a maximum of 3 years commencing from the end date of the Standard Manufacturer's Warranty, (4- years total). Business Products Only.
- 3.) *Out of Warranty Printers:* If the Warranty or Extended Warranty Coverage on your printer has lapsed for more than 30 days, post warranty service agreements are available for laser printers that are in good working condition. A test page will be required prior to purchasing the post warranty service agreement.

If the extended warranty coverage is cancelled, Lexmark will refund to the customer the remaining portion of the warranty price, paid on a prorated basis. A fee of \$25.00 will not be refunded to the customer and will be deducted from the total prorated amount.

Lexmark Exchange Warranty Service

Lexmark Exchange Service is provided by Lexmark by calling our Technical Support Centre at 1-800-539-6275. Lexmark Exchange Warranty Service also allows for printers to be taken to a designated Lexmark Authorized Service Depot. Exchange service may not be available for all printers.

Under the terms of this service option, should the printer fail, an exchange printer will be shipped to the customer within 1-3 business days. The failing printer is shipped to Lexmark by using the material

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provided with the exchange printer. The printer must be made available for pickup by courier within 5 business days from receipt of the exchange printer. Failure to return the defective printer within 5 business days will result in the customer being charged the full price of the exchange printer. Exchange Service is not available for printers that have been defaced, altered, or damaged beyond repair. Not all printer models will have the Express Exchange option available.

When exchange service is used, the returned printer becomes the property of Lexmark Canada. The exchange printer becomes the property of the customer, and it assumes the remainder of the Warranty or Extended Warranty Service of the original unit. Exchange printers may be new or repaired to full factory specifications at Lexmark's discretion.

Lexmark OnSite Warranty Service

Lexmark OnSite warranty service is provided at the customer's business or home location during the contracted period. A technician will arrive to perform the repair on the next business day given two provisions:

1. The customer calls the Lexmark Technical Support Centre at 1-800-539-6275 and the call is dispatched by 5:00 p.m. EST, and
2. The service location is within a 60 KM radius of a Lexmark Authorized Service Centre (LASC).

***Note:** OnSite Service is not available for the following locations: Yukon Territories, Northwest Territories, Nunavut and Baffin Island.*

Lexmark OnSite Warranty Service is not available for printers that have been defaced, altered, or damaged beyond repair.

Authorized Service Provider (ASP) Repairs

The customer may choose to have a Lexmark Authorized Service Provider (LASP) perform their printer repair. To obtain current phone numbers and addresses of LASC's in any area within Canada, customers may call our Technical Support Centre at 1-800-539-6275 or visit our web site at: www.lexmark.ca.

Extent of Warranty Service

Lexmark Warranty Service is not a guarantee of uninterrupted or error-free functioning of a printer. Service does not include repair of failures caused by: misuse, neglect, accident, modification, operation outside the Specified Operating Environment, improper maintenance by customer, failure caused by service of the printer by non-authorized service providers, or failure caused by a product, including supply products, for which Lexmark is not responsible.

Maintenance Kits

Certain service parts require periodic replacement based on usage and yield in order to maintain optimum performance of the printer. Maintenance Kits containing these parts are available from Lexmark on some models with rated speeds higher than 10 pages per minute (ppm). Some products display a "Scheduled Maintenance" message at specified intervals based on page counts. The product documentation may direct the customer to install a maintenance kit or to contact a service representative for kit installation.

Replacement of these items is a customer responsibility. Lexmark Warranty, Extended Warranty and Post Warranty offerings do not include the cost of Maintenance Kits unless specified in the contract. Installation of Maintenance Kits will be provided at no charge only when the kit is purchased from Lexmark or an Authorized Reseller and the printer is covered under a Lexmark OnSite Base Warranty, Extended Onsite or Post Warranty agreement.

Repair Parts

Repair parts will be furnished on an exchange basis and will either be new or equivalent to new. All returned parts and products become the property of Lexmark.

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Limitation of Liability

Customer's sole remedy under the terms and conditions of this Warranty Service is set forth in this section. For any claim concerning performance or non-performance of Lexmark, Reseller or ASP for a covered printer under the terms and conditions of Lexmark Warranty Service, customer may recover actual damages up to the limits set forth in the following paragraph.

Lexmark's liability for actual damage from any cause whatsoever will be limited to greater of 1) \$5000 or 2) the amount paid for the printer that caused the damage. This limitation of liability will not apply to claims for bodily injury or damage to real property or tangible personal property for which Lexmark is not legally liable.

In no event will Lexmark be liable for any damage caused by customer's failure to fulfill their responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages. This is true even if the other party is advised of the possibility of such damages.

All expressed and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited in duration to the coverage period. No warranties, expressed or implied, will apply after this period.

Cancellation & Payment

Extended Warranty, Renewal Agreements and Post Warranty Agreements will not be in effect until payment is received by Lexmark within 30 days of invoice, at which time Lexmark may cancel the contract for non-payment. The customer or Lexmark can terminate the extended warranty coverage at any time with three months prior written notice.

Lexmark may terminate extended warranty coverage at any time for non-payment. Even if the customer makes the payment to a Lexmark reseller, Lexmark must receive the payment for the extended warranty within thirty days of invoice in order for the customer to receive service.

If the extended warranty coverage is cancelled, Lexmark will refund to the customer the remaining portion of the warranty price, paid on a prorated basis. A fee of \$25.00 will not be refunded to the customer and will be deducted from the total prorated amount.

Additional Rights

Some provinces do not allow limitations on how long an implied service lasts, or do not allow the exclusion or limitation of incidental or consequential damages. If such laws apply, the limitations or exclusions contained in the terms and conditions of this Warranty Service may not apply to customer. This warranty service gives the customer certain legal rights. Customer may also have other legal rights, which vary from province to province.

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