



# Product Warranty

\*LIMITED WARRANTY – **FOXJET**, an **ITW COMPANY** (HEREIN AFTER “**FOXJET**”) WARRANTS ONLY THAT THE GOODS SOLD BY IT SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER PROPER AND NORMAL USE AND MAINTENANCE, AS FOLLOWS:

### Product Warranty Table

Product Class	Warranty Period
All Pro Series, Vx Series, Linx Systems & Accessories	1 Year
All Labeling Systems & Accessories	2 Years
All SoloSeries, Vx7x Systems & Accessories	6 months
All Parts & Refurbished Systems	90 Days

FoxJet warrants that all NEW Product sold under this agreement will be free from defects in material and workmanship, for a period as shown in the “Product Warranty Table”, beginning either on the sixtieth (60th) day after the date of delivery of the product or on the date of installation by FoxJet or original purchaser, whichever occurs first, under normal use and service and when utilized in accordance with FoxJet's technical information as set forth in operator manuals, technical manuals, and/or technical bulletins.

FoxJet warrants that all Parts and Refurbished Product sold under this agreement will be free from defects in material and workmanship, for a period of 90 days beginning on the day after the date of delivery of the product, under normal use and service and when utilized in accordance with FoxJet's technical information as set forth in operator manuals, technical manuals, and/or technical bulletins.

FoxJet will, without charge, and within a reasonable time frame, depending on prevailing lead times, repair or replace, at its option, the product or part (normal wear and tear excluded), if the product or part is determined to have been defective within the warranty period and has been returned to FoxJet's facility in St. Charles, MO (or to such other FoxJet repair facility as may be designated by FoxJet) freight prepaid, F.O.B. factory of origin, provided the product or part has not been damaged, repaired or maintained by original purchaser or others in a manner which FoxJet reasonably determines to have adversely affected its performance or reliability.

Warranty claims hereunder must be made promptly in writing, stating the nature and date of the failure, the product serial number, if applicable, the source and specification of ink used in the product, if applicable, and must be received by FoxJet within the applicable warranty period and within thirty (30) days of the first occurrence of the defect or failure. Notification by facsimile is an acceptable form of notification for those failures that occur during the later stages of the warranty period.

The above warranty extends solely to original purchaser and all warranty claims must be made by original purchaser and not by subsequent end users, customers, purchasers, or others. Repair or replacement of parts or FoxJet products shall neither extend nor decrease the original warranty period.

FoxJet's liability is limited to, and the sole and exclusive remedy for any breach of warranty shall be, the repair or replacement of the defective products or part and shall not include any labor related to the subsequent installation thereof. Products or parts required or replaced by FoxJet will be shipped to original purchaser F.O.B. destination, freight prepaid via United Parcel Service ("UPS") or other suitable means of delivery. If overnight or special delivery is requested, it shall be at Original Purchaser's expense.

FOXJET'S WARRANTY DOES NOT COVER A DEFECT IN A PRODUCT OR PART WHICH FOXJET DETERMINES TO HAVE RESULTED FROM AN IMPROPER USE OR APPLICATION OF THE PRODUCT OR PART. FOXJET'S WARRANTY DOES NOT COVER PRODUCTS THAT HAVE BEEN DAMAGED, SUBJECTED TO ABNORMAL OPERATION, OR THAT HAVE BEEN IMPROPERLY INSTALLED OR MAINTAINED BY ORIGINAL PURCHASER OR OTHERS, OR DAMAGE TO PRODUCTS CAUSED BY THE USE OF INK THAT DOES NOT MEET FOXJET INK SPECIFICATIONS. THE ABOVE WARRANTY ALSO DOES NOT COVER DAMAGE TO OR CLOGGING OF THE NOZZLE ARRAY PLATE (CPOP) ON ANY PRINTHEAD AFTER INSTALLATION OF THE SYSTEM, ANY DAMAGE TO THE BODY OF THE PRINTHEAD, OR ANY DAMAGE TO THE PIEZOELECTRIC TRANSDUCERS. IN NO EVENT WILL FOXJET BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF BREACH OF WARRANTY.

THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY, AND FOXJET SHALL NOT BE LIABLE FOR ANY OF ORIGINAL PURCHASER'S OR ANY OTHER PERSON'S OR ENTITY'S LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR LOSS OF DATA, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF FOXJET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO CASE WILL FOXJET BE LIABLE FOR ANY ORAL REPRESENTATION OR WARRANTY ALLEGED TO HAVE BEEN MADE BY A FOXJET EMPLOYEE, REPRESENTATIVE, OR AGENT.

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