

#### Please be sure to read this entire document and understand the statements on Nazdar's liability.

#### **Nazdar Inkjet Equipment Limited Warranty**

If a manufacturing or design defect of a Nazdar Inkjet Ink is proven to be the direct cause of a printer breakdown resulting in the cancellation of the equipment warranty or denial of service by the equipment manufacturer, Nazdar will provide reimbursement for costs required to repair damage to the ink delivery system, <u>subject to the conditions detailed on the following pages</u>.

#### **Nazdar Application Limited Warranty**

Nazdar warrants its UV and solvent Inkjet inks to withstand exterior exposure without material deterioration when viewed under normal conditions for a period of up to two years (as detailed on page 6 of this document) when applied on qualified media following the application guidelines in the Nazdar Technical Data Sheet.

#### **Nazdar Quality Statement**

Nazdar stands behind the quality of our products. Nazdar cannot, however, guarantee the finished results because Nazdar exercises no control over individual operating and production procedures. While technical information and advice on the use of Nazdar products is provided in good faith, the user bears sole responsibility for selecting the appropriate product for their end use requirements. Users are also responsible for testing to determine that our product will perform as expected during the printed item's entire life cycle from printing, post print processing, and shipment to end use.

#### **Ink Warranty Claim Requirements**

Once an ink problem is suspected, it is necessary for the end user (North America) to contact Nazdar Technical Support or an authorized distributor of Nazdar Inkjet Inks for support before calling in a service technician. In regions other than North America, please report the issue immediately to your Nazdar ink supplier. This can be by email or by phone. See <u>page 7</u> for the regional support location closest to you. If the ink is later determined by Nazdar Technical Services to be the cause of the malfunction, the user will be reimbursed for the cost of the repair in accordance with the equipment limited warranty as outlined in detail within this document.

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**This document contains 8 pages**. If you are missing pages or require a version in a language other than English, please visit <u>www.nazdar.com</u> to obtain the most recent and complete version of the Nazdar Equipment and Application Limited Warranty.

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## Nazdar Inkjet Equipment Limited Warranty

If a manufacturing or design defect of a Nazdar Inkjet Ink is proven to be the direct cause of a printer breakdown resulting in the cancellation of the equipment warranty or denial of service by the equipment manufacturer, Nazdar will provide reimbursement for costs required to repair damage to the ink delivery system, subject to the following:

#### **Equipment Liability**

#### Nazdar's liability under this Inkjet Equipment Limited Warranty is limited to:

- a) the cost of replacement parts directly damaged by Nazdar Series Inks, provided, that
  - i. Nazdar will not pay for damaged parts that are not OEM or OEM-approved, and
  - ii. Nazdar may deduct a prorated amount from its payment with respect to any damaged part that had 50% or less of its useful life remaining,
- b) a technician's labor expenses associated with their installation and
- c) a maximum of \$500.00 of associated costs relating to technician's travel, accommodation and other out of pocket expenses.

Nazdar's liability under the foregoing is limited to the items specified above. It is the user's responsibility to immediately cease using defective product. Nazdar shall not be liable for labor costs associated with graphic production, graphic application, equipment downtime or any other consequential damages related to a claim under the Nazdar Inkjet Equipment Limited Warranty.

Nazdar's consideration of any claim under the Inkjet Equipment Limited Warranty will be based on the customer proving to Nazdar's satisfaction that:

- a) the inks were correctly installed in properly functioning equipment,
- b) the proper ink was installed in supported equipment, in accordance with Nazdar's Technical Data Sheets, and;
- c) that the damage to the printer was solely the result of a manufacturing or design defect of the Nazdar Series Inks, and;
- d) that there is not a signed Warranty Exclusion Agreement in place for the equipment.

Nazdar is not responsible for loss or damage caused by improper care or maintenance of equipment or repairs that would be associated with normal equipment operation.



#### Prerequisites and Supporting Materials for all Application or Equipment Warranty Claims

To qualify for Nazdar's Application and Equipment Limited Warranties, Nazdar may require visual inspection of pre-conversion and post-conversion prints prior to processing a warranty claim. The following procedure must take place (or have taken place) and requested information supplied to have a claim processed by Nazdar:

- a) Two pre-conversion or pre-problem nozzle check patterns printed
  - i. One print left with end-user, one print kept on file with Nazdar
- b) Ink conversion procedure was completed by an authorized agent of Nazdar for printers other than those that use OEM compatible cartridges.
  - i. Should the end user elect to compete a conversion on a piece of equipment that Nazdar has not validated, or Nazdar's authorized agent deems to be in dis-repair, the end user may sign a Warranty Exclusion Agreement (see page 8).
- c) Two post-conversion or post-problem nozzle check patterns printed
  - i. One print left with end-user, one print kept on file with Nazdar
- d) Limited warranty valid for machines using only Nazdar's ink.
  - i. Limited warranty is null and void if:
    - a. Nazdar ink is mixed in the same ink tank (for bulk inks) with OEM ink, or
    - b.Nazdar inks are mixed with another 3rd-party ink.
    - c. The end user has signed a Warranty Exclusion Agreement.
  - ii. Limited warranty will apply to cartridge based printers that are transitioning from OEM to Nazdar inks provided that the Nazdar ink series is designated as a direct OEM replacement product.
- e) A printed service history report from the machine **prior to any print heads being replaced**. If this procedure is not followed, Nazdar will prorate the heads back to the date of machine manufacture.
- f) Complete end-user company contact information including:
  - i. Company name
  - ii. Company address and phone number
  - iii. Company primary contact
- g) Date of Conversion and who performed conversion
- h) Printer Make, Model & Serial Number
- i) Lot/Batch numbers for all Nazdar inks installed in the printer when an issue was first identified.
- j) Invoices showing purchase values of relevant ink
- k) Prints that demonstrate the problem that resulted in a claim being submitted

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#### Procedures to File for Claims under the Nazdar Equipment Warranty

# Failure to adhere to the rules governing the claims process will result in a delay in processing the claim, or a refusal to review the claim.

Should an equipment problem arise with an end-user of Nazdar Inkjet Ink, there is a series of steps that must be followed to process a warranty claim. Failure to follow these procedures could result in a delay in investigating a claim, or a refusal to review the claim.

The following procedures **must** be followed to have a claim reviewed:

- a) If the end-user's printer appears to have a mechanical malfunction, the end-user must contact your regional Nazdar Technical Services Department using the contact information listed on page 7 to report the complaint within five business day of the identifying a problem. Calls received after normal business hours should be directed to the US phone number using extension 2537, or to InkAnswers@nazdar.com . When Nazdar Technical Services is contacted, a support technician will determine if the problem is hardware related and will open a warranty claim case. If the ink is later determined by Nazdar Technical Services to be the cause of the malfunction, the user will be reimbursed for the cost of the repair in accordance with the equipment limited warranty detailed on page 2.
- b) All service must be done by an organization authorized for service on that model of printer by the printer manufacturer. [Nazdar Technical Services is not responsible for scheduling service for the user's machine.]
- c) If any parts are replaced the service engineer must be instructed to leave with the customer all parts that are removed from the equipment.
  - i. If a print head is recommended to be replaced, the service engineer must contact Nazdar Technical Services for diagnostic assistance before the existing print head is removed from the printer.
  - ii. If the service is taking place outside of regional business hours, or a Nazdar Technical Service representative is not available for consultation via <u>InkAnswers@nazdar.com</u>, it must be noted in the technician's service report that an attempt was made to contact Nazdar.
- d) Ink train parts should be packaged securely in solvent-resistant packaging and sent to the Nazdar Technical Services Warranty Claims Department for your region. Please see <u>page 7</u> for a list of regional claims departments.
- e) The warranty claimant will be contacted by a Nazdar technician upon receipt of the parts and warranty claim documentation. The technician will gather any additional information needed to expedite the warranty claim process, and Nazdar reserves the right to inspect all parts reported damaged and to perform an onsite inspection prior to payment of any claims.

In no event shall Nazdar be liable for any damage arising, directly or indirectly, from improper conversion utilized by another party, including but not limited to damages arising from improper and inaccurate conversion procedures.

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#### **Claim Process for non-validated equipment**

In the event of a claim being made for damage occurring to a printer running either:

- a) Non-OEM ink feed systems (including, but not limited to bulk feed systems, bulk and refillable cartridges) not specified on the Nazdar technical data sheet for the product in use, or
- b) printers not specified on the Nazdar technical data sheet for the product in use;

The Nazdar Inkjet Equipment Limited Warranty will still apply under the following conditions:

- a) The ink is found to deviate from the standard product specification based on analysis of the retained sample of the specific batch or batches in question that are kept by Nazdar as part of QC procedures and this deviation is determined to cause the reported equipment failure AND
- b) A suitable conversion procedure has been followed when changing to Nazdar inks AND
- c) There is evidence, such as a nozzle print, to demonstrate the condition of the printer prior to conversion.
- d) There has not been a Warranty Exclusion Agreement signed by the end-user.

The **prerequisites** (items "d" through "k" listed on page 3) and procedures (listed on page 4) must be followed to have a claim processed and considered. In the event of a claim being validated and authorized the prorated reimbursement outlined in this document will apply.



## Nazdar Inkjet Ink Application Limited Warranty

Nazdar warrants its UV and solvent inkjet inks to withstand exterior exposure without material deterioration when viewed under normal conditions for a period of up to two years (as follows) when applied on qualified media following the application guidelines in the Nazdar Technical Data Sheet. No clear coating or overlamination is required.

In the event that Nazdar is notified of a breach of the foregoing warranty within the 12-month period immediately following printing, Nazdar will replace or reimburse the customer for the cost of inks and media subject to the breach. In the event that Nazdar is notified of a breach after a period of 12 months but before 24 months have elapsed following printing, this warranty will be limited to replacement or reimbursement for the cost of the ink subject to the breach.

Nazdar's liability under the foregoing is limited to the items specified above. It is the user's responsibility to immediately cease using defective product. Nazdar shall not be liable for labor costs associated with graphic production, graphic application, equipment downtime or any other consequential damages related to a claim under the Nazdar Ink Application Limited Warranty.

#### **Procedures for Claims under Application Warranty**

In the event of a claim under Nazdar's Application Limited Warranty, the end-user is required to provide notification of claim within five business days after discovery of the claim. **Notification must be made to Nazdar Technical Services Department using the contact information number listed on <u>page 7</u>. Calls received after normal business hours should be directed to the US phone number using extension 2537, or to <u>InkAnswers@nazdar.com</u>. <u>Nazdar requires the following for all claims:</u>** 

- a) A sample of the failed graphic must be submitted with the date of production clearly written on the sample.
- b) List of equipment and media used in production of the graphic(s). This includes make & model of printer, make & model of laminator (if applicable), serial number(s) for all hardware, brand & product number of media and laminate (if applicable) used
- c) Batch number from all ink used in production of graphic(s).
- d) Copies of invoices showing purchase values of ink and media used in production of graphic(s).
- e) Location (city and state) and application (i.e. banner, vehicle graphic, window graphic) of graphic(s).
- f) Submit all required documentation and samples to the regional claims department for your region. A list can be found on <u>page 7</u> of this document.
- g) The warranty claimant will be contacted by a Nazdar technician upon receipt of the samples and documentation. The technician will gather any additional information needed to expedite the warranty claim process.



## **Nazdar Warranty Claims Department Locations and Contact Information**

#### **Nazdar Technical Service Contacts**

#### For claims service in the Americas:

Nazdar Ink Technologies – Warranty Claims Department 8501 Hedge Lane Terrace Shawnee, KS 66227-3290 USA Toll Free US: 866-340-3579 x2537 Technical Support E-mail: <u>InkAnwers@Nazdar.com</u>

#### For claims service in Europe, the Middle East, and Africa:

Nazdar Limited – Warranty Claims Department Barton Road, Heaton Mersey Stockport, England SK4 3EE Tel: + (44) 0-161-442-2111 UK Technical Service E-mail: technicalservicesuk@nazdar.com

#### For claims service in the Asia Pacific Region:

Nazdar Ink Technologies – Warranty Claims Department 8501 Hedge Lane Terrace Shawnee, KS 66227-3290 USA Singapore Office: +65-65434920 China Office: 86-13818301261 Technical Support E-mail: <u>aspac@nazdar.com</u> or <u>InkAnwers@Nazdar.com</u>

The warranty is set out in languages other than English, but non-English documents are for ease of reference only; only the English version is binding on the parties and accordingly in the event of a dispute as to the meaning of the words the English language shall prevail.

THE FOREGOING WARRANTIES BY NAZDAR INK TECHNOLOGIES RELATING TO THE NAZDAR SERIES INKS ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NAZDAR EXPRESSLY EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

EXCEPT AS EXPRESSLY CONTAINED HEREIN, NAZDAR INK TECHNOLOGIES SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO THE CUSTOMER OR TO ANYONE ELSE FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO NON-SPECIFIED DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO USE OF THE NAZDAR SERIES INKS OR TO THIS WARRANTY.



### **Nazdar Warranty Exclusion Agreement**

Should an end user elect to install Nazdar ink into a printer that is either not on Nazdar's list of validated printers, or has been evaluated by a qualified technician from one of Nazdar's agents and found to be in disrepair, the end user shall be required to sign this agreement.

Under this agreement, the end user agrees to install Nazdar ink into a machine that is currently not capable of being warrantied.

#### **Reason for Exclusion**

Please select one of the following reasons for excluding the equipment listed below:

- □ This equipment has not been through the Nazdar inkjet validation process. The end-user prefers to install the ink in the printer without going through a validation process. Should the equipment become validated in the future, <u>and</u> the equipment is deemed to be fully operational, this agreement will become null and void and the Nazdar Limited Inkjet Equipment Warranty shall be available.
- □ The equipment has been evaluated and has been deemed to be in ill-repair. The end-user has acknowledged the condition of the equipment and agrees to continue to install Nazdar inks. Should the equipment be repaired in the future, a qualified technician from a Nazdar agent must certify the operational condition of the equipment before this agreement can be nullified.

#### **Description of printer condition**

Please describe the condition of the equipment in the space below, detailing the reasons why it cannot be covered under the Nazdar Limited Inkjet Equipment Warranty.

Printer Make/Model	Serial Number	
Signatures		

End User Signature/Date

Nazdar (or Nazdar Agent) Technician Signature/Date

Print 2 copies of this agreement for signatures. After signing, leave one copy for the end user and return the other to Nazdar Technical Services as part of the conversion trip report.

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