

## Xerox Selected Supplies Warranty

### **Warranty Statement for end user Customers: Xerox Branded Print Cartridges, Toner Cartridges, Solid Ink Sticks and Customer Replaceable Consumables**

#### **Terms and Conditions**

(These terms and conditions supersede and replace any prior versions of the same).

**The Warranty.** This Xerox Selected Supplies Warranty (the ‘Xerox Warranty’) is made available by Xerox Limited, (‘Xerox’) incorporated in England and Wales with its registered office at Uxbridge Middlesex UB8 1HS, United Kingdom to first end user purchasers (‘Customers’) of Xerox supplies (defined below). This Xerox Warranty covers both Xerox supplies for non-Xerox printers and selected Xerox supplies for the Xerox A4 office printers and multifunction printers and Xerox A3 office printers (all as further described below). For the purposes of this document, ‘Customer Replaceable Consumables’ are consumables which Xerox deems able to be replaced independently without engineer assistance.

Subject to the remainder hereof, Xerox branded laser toner cartridges, solid ink sticks and all other Customer Replaceable Consumables (together defined as ‘Supplies’ and each a ‘warranted item’) for Xerox branded products or other manufacturers’ equipment are warranted against material defects in respect of materials and workmanship for the estimated useable life of the warranted item. Xerox shall provide (at its option and as its sole obligation hereunder) repair, replacement or offer a refund in respect of defective Supplies subject to the terms and conditions of the manufacturer’s standard warranty provided with the Supplies (if any) at point of sale and these terms. This warranty does not extend to supplies provided under PagePack, eClick or other service contracts. Supplies purchased as part of the Xerox ‘Authorised Service Provider (ASP)’ program are specifically excluded from this Xerox Warranty.

**Warranty Conditions.** This Xerox Warranty applies only to i) Customers, who purchase warranted items from Xerox or a reseller authorised by Xerox (‘authorised Xerox reseller’) to market warranted items and (ii) warranted items purchased in the European Economic Area and Switzerland. This warranty is applicable only if the warranted item is stored and used under normal operating conditions in accordance with its published specifications (which may be found on [www.xerox.com](http://www.xerox.com) under the ‘products’ pages). This warranty shall not apply to any Supplies items that have reached the end of their useful life, or have been refilled, remanufactured, emptied, are abused, are missing, or are tampered with in any way. This warranty also does not apply in circumstances where:

- i. there is any defect in the warranted item arising from fair wear and tear, wilful damage, accident, or other external cause
- ii. there is negligence by the Customer or any third party affecting the warranted item
- iii. the Customer uses the warranted Supplies in a way that Xerox does not recommend
- iv. the Customer fails to follow Xerox’s instructions for the storage and use of the Supplies, or
- v. any alteration or attempted repair of the Supplies is undertaken (save where authorised by Xerox with prior written approval).

**Warranty Claim and Procedure.** All warranty claims must be made by [contacting Xerox](#).

Proof of purchase may be required (the Xerox Warranty shall not apply to stolen Supplies). The Customer shall be required to have accepted these terms and conditions for the Xerox Warranty to be deemed to become active and for them to then apply upon making any claim. Xerox is not responsible for ensuring that the Xerox Warranty is suitable for the Customer’s required purpose.

**Equipment damage caused by Xerox Branded Supplies for non-Xerox Machines:** Xerox further warrants that warranted items comprising the laser toner cartridge or drum, under normal use, will not cause damage, abnormal wear, or deterioration to any printer for which the cartridge or drum was intended. Any claim that the use of Xerox laser toner cartridge or drum resulted in printer damage, abnormal wear, or deterioration must be verified with reasonably satisfactory evidence that the cartridge or drum was directly responsible.

**THIS WARRANTY IS GIVEN BY XEROX WITH RESPECT TO THE SUPPLIES, INCLUDING CUSTOMER REPLACEABLE CONSUMABLES, IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. XEROX AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY SIMILAR STANDARD IMPOSED SO FAR AS PERMITTED BY APPLICABLE LEGISLATION. THE RESPONSIBILITY OF XEROX TO REPAIR, REPLACE, OR OFFER A REFUND FOR DEFECTIVE SUPPLIES INCLUDING CUSTOMER REPLACEABLE CONSUMABLES IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER IN RESPECT OF THIS WARRANTY.**

**Limitation of Liability:** Subject to mandatory provisions of applicable law, Xerox will not be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees, authorised Xerox resellers or agents under and/or in connection with this Xerox Warranty:

- a. where such loss or damage is not a reasonably foreseeable result of any such breach; or
- b. resulting from breach by the Customer of any term or condition; or
- c. for any losses that relate to a business operated by the Customer (including without limitation lost data, lost profits or business interruption).

Subject to foregoing, if the Customer is not a consumer, Xerox's maximum liability whether in contract, tort (including negligence) or otherwise for any loss or damage caused by it or its employees, authorised Xerox resellers or agents under and/or in connection with this Xerox Warranty shall be limited to a sum equivalent to the amount Customer paid for the Supplies in the 12 month period immediately preceding any acceptance or determination of liability or the sum of £1,000, whichever is the lesser.

**Data Protection Notice:** The Customer authorises Xerox to process any personal information, including the Customer's name, address, telephone number and email address solely in connection with this Xerox Warranty and its fulfilment (including specifically for the purposes of any claims handling). The Xerox Privacy Policy (including, separately, for each relevant European jurisdiction) is shown at [www.xerox.com](http://www.xerox.com) and Customer is directed to it. Customer acknowledges its right to change or remove personal information by contacting Xerox as outlined in that Privacy Policy. Customer agrees to the sharing of personal information within Xerox's group within the European Economic Area, Switzerland and the United States to fulfil the purpose of this Xerox Warranty, including claims handling. Xerox warrants that, having regard to the state of technological development and the cost of implementing any measures, it will take: (a) appropriate technical and organisational measures against the unauthorised or unlawful processing of personal information and against the accidental loss or destruction of, or damage to, personal information to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and (b) take reasonable steps to ensure compliance with those measures. Xerox will share Customer's personal information with third parties such as contractors and subcontractors who will fulfil or provide services (including claims handling) under the Xerox Warranty and only to the extent required therefor.

**Consumer Notice:** The benefits conferred by this Xerox Warranty apply in addition to all rights Customer may have under consumer law, including but not limited to those relating to non-conforming goods. These terms and

conditions do not affect Customer's statutory rights as a consumer (or the right to cancel or reject the Xerox Warranty).

If any warranted item is defective consumers may, in addition to any other rights which they may have under a warranty, have rights under the consumer laws of their country.

**Customers:** If the Customer is a natural person they must be over 18 years of age. All Customers must be resident in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom. The Xerox Warranty is not available to employees, agents, wholesalers or channel partners of Xerox (such persons shall not enter claims on behalf of Customers) or public sector entities where the Xerox Warranty would violate any laws, regulations or policies.

## **General Terms**

1. Claims with missing or incorrect information will be not be considered, unless Xerox agrees to the same in writing.
2. Xerox reserves the right to audit all claims to ensure adherence to these terms and conditions. Customers shall fully co-operate and supply relevant additional information and supporting documents within a reasonable time upon Xerox's request.
3. Xerox may, at any time and at its sole discretion, terminate the Xerox Warranty at any time or may change or waive the application of any of these terms and conditions without notice. Any question as to what constitutes Supplies covered by this Warranty shall be determined at the sole discretion of Xerox
4. The Customer may not assign or transfer the Xerox Warranty.
5. The Customer agrees that any information or data disclosed to Xerox in respect of the Xerox Warranty is not confidential or proprietary to Customer.
6. No Xerox reseller, agent, or employee is authorised to make any modification, extension or addition to the terms of this Xerox Warranty.
7. The validity, construction and performance of these terms and conditions and the Xerox Warranty shall be governed by laws of the country the Customer is resident.
8. These terms and conditions set out the entire agreement between the parties in respect of the Xerox Warranty and supersede all prior oral or written agreements, arrangements or understandings between them.