

Products Covered and Duration of Warranty

This Limited Warranty of Diagraph, An ITW Company applies to printing and labeling products manufactured or distributed by Diagraph, An ITW Company (Diagraph). The term “product” means a Diagraph device or system, its features, conversions, upgrades, elements, or accessories, or any combination of them. The product purchased shall be free from defects in material and workmanship from the date of shipment by Diagraph, An ITW Company (USA) for the length of time shown in Tables A, B, and C. Unless otherwise specified in the aforementioned tables, all parts carry a warranty period of 90 days.

Production Status

Each product is manufactured from new parts, or new and serviceable used parts (which perform like new parts). In some cases, the product may not be new and may have been previously installed. Regardless of the product’s production status, Diagraph’s warranty terms apply as shown in Tables B and C.

Terms of the Warranty

Diagraph warrants that the product you have purchased from Diagraph or a Diagraph authorized reseller is free from defects in materials and workmanship under normal use during the warranty period. The warranty period begins on the day of shipment from Diagraph. The warranty extends only to the original purchaser. It is not transferable to anyone who subsequently purchases the product from you. It excludes all expendable parts.

During the warranty period, the Diagraph Service and Repair Center will repair or replace defective parts with new parts or, at the option of Diagraph, serviceable used parts that are equivalent or superior to new parts in performance.

This Limited Warranty extends only to products purchased from Diagraph or a Diagraph authorized reseller. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated herein; (d) by the use of parts not manufactured or sold by Diagraph; (e) by modification of the product; (f) as a result of war or terrorist attack; or (g) as a result of service by anyone other than Diagraph or a Diagraph authorized reseller or authorized agent.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, DIAGRAPH MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIAGRAPH EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

Limitations of Remedy

Diagraph is not liable for any damages caused by the product or by the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. Diagraph is not liable for any claim made by a third party or made by you for a third party.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation can not be waived or amended by any person. This limitation of liability will be effective even if Diagraph or an authorized Diagraph representative has been advised by you of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

USA State Laws

Some states do not allow limitations on how long an implied warranty lasts. In such states, the limitations or exclusions of this Limited Warranty may not apply to you.

This Limited Warranty gives you specific legal rights. You may also have other rights that may vary from state to state. You are advised to consult applicable state laws for a full determination of your rights.

How do I obtain Warranty Service?

For a defect during the warranty period, you will need a Return Material Authorization (RMA) number before you can return the product. Contact Diagraph or a Diagraph authorized reseller to obtain an RMA number. Return the defective item, freight and insurance prepaid, in the original shipping container to Diagraph or your Diagraph authorized reseller. A reference of your RMA number must appear on the outside of the shipping container and include examples or samples printed with the defective unit when possible. Diagraph is not responsible for any loss or damages incurred in shipping. A Diagraph Failure Analysis/Test Engineer or a Diagraph authorized reseller must validate all warranty claims. See the Diagraph Marking and Coding Return Policy for complete details. This document is available at www.diagraph.com in the **business policies** section.

What is not covered by this warranty?

- Product purchased from anyone other than Diagraph or a Diagraph authorized reseller.
- Product purchased outside the United States.
- Expendable parts such as ink containers, tubing, and filters.
- Routine cleaning or normal cosmetic and mechanical wear.
- Damage from misuse, abuse or neglect.
- Damage from use of fluids other than Diagraph approved fluids.
- Damage from use outside the product's usage or storage parameters.
- Damage from use of parts not manufactured or sold by Diagraph.
- Damage from modification or incorporation into other products.
- Damage from repair or replacement of warranted parts by a service provider other than a Diagraph authorized service provider.
- Damage to or loss of any product or equipment printed on by a Diagraph Printer.
- Damage from failure to perform preventative maintenance as imposed by the application environment (such as recurrent cleaning in dusty surroundings).

TABLE A- CONSUMABLES

| INKS AND CONDITIONERS | |
|---------------------------|-----------------------------------|
| All inks and conditioners | 365 days from date of manufacture |

TABLE B – EQUIPMENT

| PRODUCT EQUIPMENT/SYSTEMS ORIGINAL WARRANTY | Equipment Warranty ¹ | Service Center Labor |
|---|--|-------------------------|
| INKJET PRODUCTS | | |
| I.V./700 & I.V./700NP Systems | 365 days | NA |
| IJ/3000 Ink Jet Systems | 365 days | 90 days |
| TJ500 Systems | 180 days | NA |
| Linx Ink Jet Systems | 365 days | 90 days |
| Linx Ink Jet Systems (refurbished – EZ) | 365 days | 90 days |
| LASER PRODUCTS | | |
| Linx SL Series Lasers (excludes Final Optic – Laser Tube) | 2 years | 90 days |
| LABEL PRINTER/APPLICATORS | | |
| Print Engines | 365 days | 90 days |
| Diagraph Platinum Series (PA/6000, PA/4600, E-Series) | 365 days | 90 days |
| PA/5000 LT Printer Applicator | 365 days | NA |
| LABEL APPLICATORS | | |
| Applicator (LA/4500, LA/4700) | 365 days | NA |
| STAND ALONE LABEL PRINTERS | | |
| Apollo Printers | 365 days | NA |
| Datamax Printers (Traditional Printers) | 1 year from date of shipment by Datamax | NA |
| Datamax H Class Printers | 2 years from date of shipment by Datamax | NA |
| Datamax I Class Printers | 3 years or 3 million linear inches | NA |
| Datamax M Class Mark II Printers: | | |
| Purchased before January 1, 2007 | 1 year or 1 million linear inches | NA |
| Purchased on or after January 1, 2007 | 2 years or 2 million linear inches | NA |
| Datamax W Class Printers | 5 years or 4 million linear inches | NA |
| Printronix Printers | 90 days | NA |
| Sato Printers | 365 days | NA |
| Zebra Printers | 365 days | NA |
| All Thermal Transfer ELP Printers – (refurbished – EZ) | 90 days | NA |
| SOFTWARE | | |
| EASYLABEL Labeling Software | Warranty issues to Tharo Systems | NA |
| NICELABEL Labeling Software | Warranty issues to Niceware | NA |

¹Equipment Warranty is a factory warranty. On-site service and workmanship of new equipment is applicable only with paid installation.

TABLE C – PARTS & SERVICE

| PRODUCT/SERVICE PARTS | Replacement Parts Warranty Period |
|--|--|
| INKJET PRODUCTS | |
| I.V./700 P and NP | 90 days |
| TJ500 | 90 days |
| Linx | 90 days |
| Series 1 Ink Jet | 90 days |
| IJ/3000 Ink Jet | 90 days |
| Any non-Printhead Exchange Item | 90 days |
| All IV, IJ and Linx Printheads | 180 days |
| LASER PRODUCTS | |
| Linx SL Series Laser | 90 days |
| LABEL PRINTER/APPLICATORS PARTS | |
| PA/5000 LT Printer Applicator | 90 days |
| Diagraph Platinum Series (PA/6000, PA/4600, E-Series) | 90 days |
| LABEL APPLICATOR PARTS | |
| Applicator (LA/4500, LA/4700) | 90 days |
| Thermal Transfer Printheads and Spare Parts² | |
| Datamax Printheads for I & W Class Printers | 1 year or 1 million linear inches |
| Datamax Printheads for all other Class Printers | 120 days or 500,000 linear inches |
| Tharo – Apollo Printheads | 365 days or 1 million linear inches |
| Sato Printheads: | |
| Thermal Transfer Applications | 1 year or 1,200,000 linear inches |
| Direct Thermal Applications | 1 year or 600,000 linear inches |
| Zebra Printheads | 180 days |
| ALP 4500 Printhead | 180 days or 1 million linear inches |
| Thermal Transfer Printer Spare Parts | 90 days |
| Sentinel Blocks (“EasyLabel”) | Refer to Tharo Systems |
| SERVICE & WORKMANSHIP | |
| Service Repairs/ On-Site | 10 days |
| Diagraph Service Center Repairs | 30 days |
| Paid Installation of New Equipment | 90 days |

²Thermal Transfer Printheads must be evaluated prior to replacement (warranty evaluation only). Printed label and ribbon samples must accompany the returned printhead.