



Lexmark Service Agreement



Warranty Terms & Conditions

The terms and conditions of Lexmark Warranty Service or Extended Warranty Service, including Exchange Service, On-Site Service, Upgrades, apply to products which Lexmark has accepted for Warranty Service, including those for which Lexmark has issued a Certificate of Registration for Extended Lexmark Warranty Service, provided that the product was originally purchased, for business or individual use, from Lexmark, or a Lexmark Remarketer. Coverage is provided in the United States and Puerto Rico.

Warranty Service Coverage

The coverage period is as shown on the applicable Certificate of Registration for Extended Lexmark Warranty Service for each covered product or as specified in the Statement of Limited Warranty included in the user documents shipped with the product. The customer is entitled to Lexmark On-Site Warranty Service during the original warranty period as specified in the product documentation if 1) the product includes On-Site Warranty coverage, 2) an On-Site Warranty Upgrade is purchased, or 3) during the extension for which Extended On-Site Warranty Service is purchased. Warranty Service does not cover products that have been defaced, altered, or damaged beyond repair.

If the covered product includes options, those options are covered during the term of the product warranty, only when installed on the product 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 product.

If the Customer sells a covered product before the Warranty Service expires, that warranty coverage may be transferred to the new owner by submitting written notification from the original owner to Lexmark at:

Lexmark International, Inc.
Lexmark Service, Dept. 640A/001-1
740 West New Circle Road
Lexington, Kentucky 40550

Exchange Warranty Service

If the Customer contracts to use Lexmark's Exchange service, defective printers covered under warranty will be replaced with an exchange product from Lexmark. The exchange printer will be sent via next business day transportation (where available) for most laser printers and 3-5 day transportation for ink jet printers and consumer laser printers. (See your product documentation for warranty specific details for your product model.) Unless specified by Lexmark, the Customer is required to return the defective product to Lexmark, in which case, the Customer must pack the product using the packing materials from the exchange product, attach the prepaid return shipping label, and deliver the packaged product to Lexmark's designated shipper. Failure to return the defective product within 5 business days will result in a Customer charge for the full price of the exchange product. The returned product becomes the property of Lexmark. At Lexmark's option, exchange products may be new, repaired, or may be a different model new or repaired product of equal or greater capabilities. The exchange product becomes the property of the customer when the defective product is received by Lexmark, at which time the exchange product assumes the remainder of the Warranty or Extended Warranty from the defective product. The returned product must not be encumbered.

Repair and Return - Certain models are eligible for repair and return of the defective product. If this option is available and the Customer chooses this option, the Customer is responsible for properly packing the product and delivering the product to the Lexmark designated carrier. Lexmark will provide packing materials if the original packing materials are no longer available. The Customer is responsible for any damage resulting from the Customer's improper packing of a product sent to Lexmark. Contact Lexmark to determine if this Repair and Return option is available for your product model. The Repair and Return option generally provides for repair the product and return to the Customer within 5-7 business days.

Lexmark On-Site Warranty Service

Lexmark On-Site Warranty Service is provided at the Customer's business or home location during the contracted Principal Period of Maintenance. Next business day service will generally be provided within the contracted On-Site response time, if the call is dispatched by 5:00 p.m., Customer local time and if the service location is within a 50 mile radius of a Lexmark Authorized Service Center (LASC). Add one business day to the contracted Onsite response time for service locations beyond 50 miles from LASC and one business day for service in Hawaii and Alaska. Lexmark On-Site Warranty Service is not available for all products. Please contact Lexmark or review your product documentation to determine if this option is available for your product model.

Extent of Warranty Service

Lexmark Warranty Service is not a guarantee of uninterrupted or error-free use of a product. Warranty Service does not include repair of failures caused by: misuse, neglect, accident, modification, disaster, operation outside the specified operating environment, improper maintenance by the Customer, failure caused by service of the product by non-authorized servicers, or failure caused by a product, including non-genuine supply products or non-genuine service parts. Next business day service does not guarantee a specific service performance metric.

Maintenance Kits

Certain service parts require periodic replacement based on printer usage in order to maintain optimum performance of the product. Maintenance kits containing these parts are available from Lexmark on some models with rated speeds higher than 10 pages per minute. Some products display a "Scheduled Maintenance" message at specified intervals based on pages printed. If required, product documentation directs the customer to install a maintenance kit or to contact a service representative for kit installation. Maintenance kits are available at an additional charge to the customer, outside the scope of the Lexmark Warranty or Extended Warranty offerings. When installation of maintenance kits is not considered "customer replaceable" by Lexmark, installation service is included in your warranty.

Repair Parts

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

Limitation of Liability

The 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 nonperformance of Lexmark, or a Lexmark Remarketer, for a covered product under the terms and conditions of Lexmark Warranty Service, the 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 the greater of 1) \$5000 or 2) the amount you paid for the product 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 legally liable. In no event will either party be liable for any damage caused by the other party's failure to fulfill its 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. Lexmark may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on www.lexmark.com. Such revised terms shall be effective thirty days from the date of such written notice or posting.

Payment / Cancellation

This Extended Warranty contract will void if payment is not received by Lexmark within 30 days of invoice. If the Customer makes payment to a reseller, the payment must be received by Lexmark within 30 days of invoice in order for the Customer to receive uninterrupted service. Lexmark may terminate extended warranty coverage at any time for non payment. The Customer or Lexmark may terminate the extended warranty coverage at any time with three (3) months prior written notice or Lexmark may post an end of service notification on www.lexmark.com. When extended warranty coverage is canceled, Lexmark will refund to the customer the remaining portion of the warranty price paid on a prorated basis after the notification period.

Additional Rights

Some states 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.

This Warranty Service gives the Customer certain legal rights. The customer may also have other legal rights which vary from state to state.