



English

# LEXMARK LIMITED COMMERCIAL GUARANTEE

## Terms and conditions

B2338	C2325
B2442	C2425
B2546	C2535
B2650	C3326
B2865	C3426
B3340	MC2325
B3442	MC2425
MB2338	MC2535
MB2442	MC2640
MB2546	MC3326
MB2650	MC3426
MB2770	
MB3442	



## LEXMARK 4 YEARS\* LIMITED GUARANTEE SMB LINE (BAHRAIN, EGYPT, IRELAND, JORDANIA, KUWAIT, LEBANON, OMAN, QATAR, SAUDI ARABIA, SOUTH AFRICA, UNITED ARAB EMIRATES AND UNITED KINGDOM)

### 1. Scope

- 1.1 Lexmark provides this "4 Years\* Limited Guarantee SMB Line" (hereafter the "Lexmark Guarantee") to the person who first purchases for its own use (hereafter the "Original Purchaser") a Lexmark branded printing device or Lexmark branded supplies as further described in Section 3 (hereafter the "Lexmark Printing Device or Supplies") and to any person to whom the Lexmark Printing Device or Supplies is lawfully given or sold on (together with the Original Purchaser hereafter the "End-user") during the term (hereafter the "Term") of this Lexmark Guarantee.
- 1.2 Under this Lexmark Guarantee, Lexmark guarantees that the Lexmark Printing Device or Supplies is manufactured from new or equivalent to new parts, conforms to the specifications published by Lexmark, is free from defects in materials and workmanship and is in good working order at time of delivery.
- 1.3 Lexmark also guarantees to provide technical support (hereafter the "Technical Support") to the End-user either via a Lexmark country website or the Lexmark hotline (as specified in the "Lexmark Service Guidelines" which are attached hereto and/or are available on your Lexmark country website [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee)).
- 1.4 THIS LEXMARK GUARANTEE IS OFFERED BY LEXMARK AS FREE-OF-CHARGE MANUFACTURER GUARANTEE AND IS IN ADDITION TO ANY CONTRACTUAL, STATUTORY OR COMMON LAW WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT (LEXMARK OR ANY OTHER PARTY FROM WHICH THE END-USER MAY HAVE PURCHASED THE LEXMARK PRINTING DEVICE OR SUPPLIES) UNDER APPLICABLE LOCAL LAW. ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.
- 1.5 The services defined in this Lexmark Guarantee (hereafter the "Guarantee Services") will be provided by the local Lexmark entity or the local Lexmark representative.
- 1.6 Lexmark will provide Guarantee Services (including Technical Support) in the Territory as defined and set forth in Section 6 of this Lexmark Guarantee.
- 1.7 THIS LEXMARK GUARANTEE IS LIMITED TO THE RIGHTS GRANTED EXPRESSLY TO THE END-USER IN THIS DOCUMENT, AND IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE FOLLOWING SECTIONS OF THIS DOCUMENT.

### 2. Support Process

- 2.1 During the Term of this Lexmark Guarantee, Lexmark will (i) provide Technical Support to the End-user to determine whether the Lexmark Printing Device or Supplies is defective and, if so, for which reason, and (ii) repair or replace, at its discretion, a Lexmark Printing Device or Supplies that is defective or ceases to function (please see Section 3 for details on coverage and Term). Original packing materials should be retained by the End-user during the Term of the Lexmark Guarantee.
- 2.2 **Contacting Lexmark**  
If your Lexmark Printing Device or Supplies product manifests a defect in materials and workmanship during the Term, and the suggestions in the product documentation do not solve the problem, you can receive support in one of the following ways:
  - ▶ Looking for additional support and troubleshooting information or updated software and drivers from the Lexmark Support website at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee)
  - ▶ Requesting Technical Support by calling the relevant telephone number for your country as listed at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List";
- 2.3 When providing Guarantee Services, Lexmark will first attempt to analyze the reason why the Lexmark Printing Device or Supplies may be defective or not functioning, and, if possible, rectify the problem over the telephone, the Internet or by fax. Lexmark will, at its sole discretion, repair a defective or non functioning Lexmark Printing Device or Supplies or replace it by either providing a new or an equivalent to new replacement product. Lexmark's authorized support agents will provide instructions relating to the return or replacement of defective or not functioning Lexmark Printing Devices or Supplies. All exchanged parts and products replaced under the Guarantee Services shall fall back or become the property of Lexmark. The delivery of a replacement product does not extend the Term of the Lexmark Guarantee for the respective Lexmark Printing Device or Supplies.
- 2.4 In the event that Lexmark provides a replacement Lexmark Printing Device or Supplies under this Lexmark Guarantee, the End-user shall return the defective or not functioning Lexmark Printing Device or Supplies in the packing materials provided with the replacement Lexmark Printing Device or Supplies according to the instructions and using the return address provided by the Lexmark authorized support agent in the course of the replacement procedure. Failure to return the defective Lexmark Printing Device or Supplies will result in an invoice for the replacement Lexmark Printing Device or Supplies at Lexmark's then current published list price.

\* The default guarantee Term for Lexmark Printing Devices is one (1) year. An extension of the Term to four (4) years is available for Lexmark Printing Devices subject to the End-user's registration of such Lexmark Printing Device, see Section 4 for details.

- 2.5 A replacement Lexmark Printing Device is not furnished with Lexmark Supplies, cables and any hardware extensions that may have been shipped with, or installed on, the defective Lexmark Printing Device. These items are to be removed from the defective Lexmark Printing Device before it is returned and are to be used with the replacement Lexmark Printing Device.

### 3. Covered Products and Term

- 3.1. The following Lexmark products are covered by this Lexmark Guarantee and the following Terms apply:

- 3.1.1 Unless a longer Term is stated on the Lexmark Printing Device or its packaging or its related Lexmark website, one year for Lexmark Printing Devices and their attached Lexmark branded hardware options and features (such as an additional paper tray), starting from the date of purchase by the Original Purchaser. The initial one year Term may be extended for free if the End-user is registering online at:  
[www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) (see Section 4 for details).
- 3.1.2 Lifetime for Lexmark branded toner supplies. Lifetime is defined as the period from the date of purchase by the Original Purchaser until the original toner placed in the cartridge by Lexmark is depleted to the point where the supply no longer functions.
- 3.1.3 Ninety days for Lexmark branded original maintenance kits, fuser, image transfer unit and consumables parts that came with a laser Lexmark Printing Device, starting from the date of purchase by the Original Purchaser; or; until the Lexmark Printing Device posts a "Life Warning" or "Scheduled Maintenance" message on the control panel; or; if the Lexmark Printing Device's End-user interface is not capable of displaying such message, normal wear and tear, whichever comes first.
- 3.1.4 Ninety days for Lexmark branded replacement maintenance kits, fuser, image transfer unit and consumables parts starting from the date of purchase by the Original Purchaser. Intervention requested on replacement maintenance kits or fuser after ninety days shall be charged on a per incident base.
- 3.2 THIS LEXMARK GUARANTEE DOES NOT APPLY TO (I) ANY THIRD PARTY PRODUCTS BUNDLED WITH LEXMARK PRINTING DEVICES OR SUPPLIES (E.G. USB OR OTHER CABLES, SOFTWARE OR ADD-ON ITEMS DISTRIBUTED BY LEXMARK AS PART OF THE PRODUCT PURCHASE OR PACKAGE), (II) ANY LEXMARK OR THIRD PARTY SOFTWARE, OR TO (III) ANY LEXMARK OR THIRD PARTY PRINTING MEDIA.

### 4. End-user responsibilities

#### 4.1 REGISTRATION (ACTIVATION CERTIFICATE)

In order to be entitled to receive Guarantee Services or Technical Support beyond the initial one year Term for Lexmark Printing Devices (see section 3.1.1), the **End-user must register and activate the Lexmark Guarantee for each Lexmark Printing Device within 90 (ninety) calendar days from the date of purchase by the Original Purchaser** (the "90-Day-Period"). Registration can be made online **on the following Lexmark website:** [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee). Upon successful registration, the End-user will receive an Activation Certificate; thereby the Term of the initial one year Guarantee is extended by 36 months (= 48 months in total = initial Term of one year plus 36 months). Failure to register within the 90-Day-Period will result in permanent loss of the Guarantee extension and the Term of Guarantee remains the initial one year from the date of purchase by the Original Purchaser. Upon registration and activation the End-user receives an Activation Certificate. The End-user shall keep this Activation Certificate in a safe place.

- 4.2 When contacting Lexmark, the End-user must be able to provide (i) a proof of the purchase of the Original Purchaser such as an invoice including details about the date of purchase and purchase location and the serial number, as well as (ii) the Activation Certificate, as applicable and when requested to do so. Without such information the Lexmark Printing Device or Supplies may be deemed to be "out of guarantee" and therefore any services provided would be charged to End-user at the then current service- or Technical Support rates.
- 4.3 The End-user is responsible for verifying that his Lexmark Printing Device is configured in accordance with the setup instructions provided, for example, in the product documentation and/or by the Lexmark authorized support agent. If Lexmark determines that the problem can be fixed by a firmware upgrade, it will be the End-user's responsibility to apply the recommended firmware upgrade on the Lexmark Printing Device by following the instructions provided by Lexmark. Instructions may also be provided to the End-user by Lexmark's authorized support agents as a result of a support call.
- 4.4 In order to maintain optimum performance, Lexmark Printing Devices may require maintenance kits after a certain amount of use. This is set forth in the applicable product specifications and installation materials which the End-user must conform with. Maintenance kits are not covered by Lexmark's Guarantee. The purchase and proper installation of maintenance kits and fusers remain the End-user's sole responsibility and the End-user will bear all related costs.
- 4.5 In order to obtain proper Technical Support, the End-user is requested to assist the Lexmark authorized support agent during the analysis process in order to enable a resolution of the problem via phone. The End-user must have the Lexmark Printing Device or Supplies in a working environment that enables proper analysis. If the End-user fails to provide the authorized support agent with adequate assistance, the Guarantee Services may be delayed or additional costs may be charged to the End-user.

## 5. EXCLUSIONS

- 5.1** This Lexmark Guarantee does not include services for/in any of the following incidents. Any repair action caused by one of the following incidents may be charged by Lexmark to End-user at the then applicable service or Technical Support rates.
- 5.1.1** the Lexmark Printing Device's or Supplies' serial number has been removed, damaged or rendered defective;
  - 5.1.2** paper jam, other than those resulting from a manufacturing defect;
  - 5.1.3** on site replacement of items replaceable by the End-user such as toner cartridges, fusers, image transfer units and consumable parts replaceable by the End-user;
  - 5.1.4** damages to the Lexmark Printing Device or Supplies, failure or degradation of performance of the Lexmark Printing Device or Supplies resulting from the use of supplies, parts, print media, software or attachments that are not original Lexmark supplies or parts, or that do not meet specifications recommended by Lexmark for the Lexmark Printing Device or Supplies;
  - 5.1.5** failure, malfunction or degradation of performance that results from an unsuitable physical or operating environment. This may include, but not be limited to, damages that result from accidental damage or misuse, electrical surges or disturbances including lightning, End-user's negligence, improper use, alien/ foreign parts accidentally dropped in the machine, fire or water damage or from operating in environments not conforming with Lexmark's specifications included in product documentation;
  - 5.1.6** toner cartridges which are refilled by the End-user or a third party or cease to function because of accidental damage or misuse;
  - 5.1.7** damage, malfunction or degradation of performance that results from service or maintenance on the Lexmark Printing Device or Supplies by anyone other than Lexmark or an authorized Lexmark service provider;
  - 5.1.8** damage, malfunction or degradation of performance that results from the End-user's failure to perform cleaning or maintenance described in Lexmark user guides, manuals or the Lexmark website. This includes failure to replace consumable items, such as recommended maintenance kits at the recommended intervals, or maintenance done by a non-authorized third party;
  - 5.1.9** repair damage, malfunction, or degradation of the Lexmark Printing Device or Supplies performance resulting from failure to properly prepare, package and transport the Lexmark Printing Device or Supplies as advised by Lexmark when the Lexmark Printing Device or Supplies is returned to Lexmark for repair;
  - 5.1.10** non-compliance of the End-user with any criteria or product specifications stated in the Lexmark product documentation.
- 5.2** Lexmark is entitled to refuse performance of any Guarantee Service and Technical Support under this Lexmark Guarantee as long as the End-user is in default of payment.

## 6. Territory

- 6.1** This Lexmark Guarantee applies to Lexmark Printing Devices or Supplies purchased and installed in the countries defined in the heading of this Guarantee (hereafter the "Territory"). This Lexmark Guarantee is provided at Lexmark's discretion by either the Lexmark subsidiary or a local representative in such country. Please see Section 10 (Country-Specific Terms & Conditions) for further details that may be applicable in your country.
- 6.2** The Lexmark Guarantee terms and/or Guarantee Services may vary from one country to another.
- 6.3** When the Lexmark Printing Device or Supplies has been transferred to another country in which this Guarantee Services are available for the respective Lexmark Printing Device or Supplies, the End-user will be entitled to the same Guarantee Services as if the Lexmark Printing Device or Supplies had been purchased in the country to which it has been transferred. HOWEVER, CERTAIN SELECTED LEXMARK PRINTING DEVICE OR SUPPLIES ARE NOT OFFERED IN ALL COUNTRIES. THE LEXMARK GUARANTEE FOR SUCH LEXMARK PRINTING DEVICE OR SUPPLIES DOES NOT EXIST AFTER TRANSFER OF THE PRINTING DEVICE OR SUPPLIES IN ANOTHER COUNTRY IN WHICH LEXMARK OR THE LEXMARK LOCAL REPRESENTATIVE DOES NOT GENERALLY OFFER LEXMARK GUARANTEE SERVICES FOR THE SAME PRODUCT MODEL NUMBER.

## 7. LIMITATION OF GUARANTEE AND LIABILITY

- 7.1** The End-user's sole remedy under this Lexmark Guarantee in the event that a Lexmark Printing Device or Supplies is defective or ceases functioning are defined by the Guarantee Services set forth above. Even in the event of a breach of this Lexmark Guarantee, Lexmark's sole and exclusive liability for actual damages of any kind is limited to the price paid for the Lexmark Printing Device or Supplies or its repair or replacement. The exclusions and limitations of liability set out in this Section 7 do not apply to bodily injury or property damage for which Lexmark is held legally liable.
- 7.2** Lexmark provides the Lexmark Guarantee only as set out above. SUBJECT TO THE FOREGOING, LEXMARK IS NOT LIABLE FOR THE CONSEQUENCES OF AN INTERRUPTION OF THE OPERATION OF THE LEXMARK PRINTING DEVICE OR SUPPLIES OR THAT OF A FAULTY OPERATION OF THE LEXMARK PRINTING DEVICE OR SUPPLIES. IN NO EVENT SHALL LEXMARK BE LIABLE FOR LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SAID DAMAGES.

**7.3** THIS STATEMENT OF GUARANTEE IS THE EXCLUSIVE SET OF GUARANTEED TERMS. ALL OTHER EXPRESS OR IMPLIED MANUFACTURER GUARANTEES OR WARRANTIES, INCLUDING THE IMPLIED GUARANTEES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED (EXCEPT WHERE SAID IMPLIED GUARANTEES OR WARRANTIES ARE REQUIRED BY APPLICABLE LAW). NO MANUFACTURER GUARANTEES OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE TERM OF THIS LEXMARK GUARANTEE. FOR THE AVOIDANCE OF DOUBT, ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE END-USER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.

## 8. Severability clause

- 8.1** If any provision of this Lexmark Guarantee (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Lexmark Guarantee, and the validity and enforceability of the other provisions of the Lexmark Guarantee shall not be affected.
- 8.2** If a provision of the Lexmark Guarantee (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 9. Service offerings

The End-user may extend or upgrade this Lexmark Guarantee at any time during its Term by purchasing a Lexmark service offering. For additional information on Lexmark service offerings see details on Lexmark's website at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) or contact your reseller.

## 10. Country-Specific Terms & Conditions

### 10.1 Bahrain

- 10.1.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".
- 10.1.2** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland, provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any dispute, controversy, or claim arising out of, or in relation to, this Lexmark Guarantee, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English language.

### 10.2 Egypt

- 10.2.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".
- 10.2.2** At the end of Section 7.1 the following wording shall be added: *"or event of intentional or fraudulent concealing or non-disclosure of defects."*
- 10.2.3** In Section 7.3, the words "fitness for a particular purpose" shall be deleted.
- 10.2.4** A new Section 2.6 with the following wording shall be added: "The End-user shall be entitled, to replace the product with a new one, free of charge, in case of repeated failures more than twice, within the first year from the purchase date or during the Guarantee Term, whichever ends earlier. The End-user must prove the number of repair times by means of maintenance receipts or prove them with the warranty certificate. As a result, at the third failure, an End-user is entitled for replacement of the product."
- 10.2.5** The Lexmark Guarantee is an additional guarantee to the basic guarantee pursuant to statutory law, which requires the End-User to register at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in order to benefit from

### 10.3 Ireland

- 10.3.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".

#### 10.4 Jordan

**10.4.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and is as follows:

Lexmark International Technology S.à.r.l.  
20, Route de Pré-Bois, ICC Building, Bloc A  
CH-1215 Genève, Switzerland

**10.4.2** At the end of Section 7.1 the following wording shall be added *"This Section does not exclude and/or limit rights the End-User may have under statutory law."*

**10.4.3** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland, provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any disputes arising from or in connection with this Lexmark Guarantee shall be determined exclusively by the Courts of the Canton of Geneva, Switzerland.

#### 10.5 Kuwait

**10.5.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and is as follows:

Lexmark International Technology S.à.r.l.  
20, Route de Pré-Bois, ICC Building, Bloc A  
CH-1215 Genève, Switzerland

**10.5.2** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland, provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any dispute, controversy, or claim arising out of, or in relation to, this Lexmark Guarantee, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English language.

#### 10.6 Oman

**10.7.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".

**10.7.2** Section 1.2 shall be replaced completely by the following wording *"THIS LEXMARK GUARANTEE IS DEDICATED TO BUSINESS CUSTOMERS AND TO THE END-USER IRRESPECTIVE OF WHETHER OR NOT THE END-USER IS A CONSUMER."*

**10.7.3** In Section 2.1 (ii), the words *"repair or replace"* shall be replaced by the words *"repair, maintenance or replace"*.

**10.7.4** In Section 3 the following Section 3.1.5 shall be added after 3.1.4.: *"3.1.5 if the Supplies are defective or do not correspond with the standard specifications or are unfit for the purpose for which the contract has been entered into, the end-user would have the right to replace or retain the value of such Lexmark Printing Device or to seek a refund of the price paid without any additional costs being required, to be borne by the supplier, within 15 days from the date of receipt of Lexmark Printing Device, provided that the end-user provides receipts and the evidence proving that the defect has not resulted from the misuse of the Supplies by the end-user."*

**10.7.5** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland, provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any dispute, controversy, or claim arising out of, or in relation to, this Lexmark Guarantee, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English language

#### 10.8 Qatar

**10.8.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and is as follows:

Lexmark International Technology SARL,  
20 Route de Pré-Bois, ICC Bloc A  
CH-1215 Geneva, Switzerland



**10.8.2** In Section 1.5 the words "COMMON LAW" shall be replaced by "CIVIL LAW".

**10.8.3** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland, provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any disputes arising from or in connection with this Lexmark Guarantee shall be determined exclusively by the Courts of the Canton of Geneva, Switzerland.

#### **10.9 Saudi Arabia**

**10.9.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and is as follows:

Lexmark International Technology SARL,  
20 Route de Pré-Bois, ICC Bloc A - Case Postale 508  
CH-1215 Geneva, Switzerland

**10.9.2** This Lexmark Guarantee shall be governed by and construed in accordance with the laws of Switzerland provided however that the provisions of the UN Convention on Contracts with International Sale of Goods shall be excluded. Any disputes arising from or in connection with this Lexmark Guarantee shall be determined exclusively by the Courts of the Canton of Geneva, Switzerland.

#### **10.10 South Africa**

**10.10.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee in your country can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".

**10.10.2** This Lexmark Guarantee may apply to End-users who may qualify as "consumers" in terms of the Consumer Protection Act, No. 68 of 2008 ("CPA"). This Lexmark Guarantee contains provisions which (i) ay limit the risk or liability of Lexmark or create risk or liability for the End-user; (ii) may compel the End-user to indemnify Lexmark; or (iii) serve as an acknowledgement and acceptance, by the End-user, of a fact. **IN PARTICULAR, THE END-USER'S ATTENTION IS DRAWN TO SECTIONS 1.7, 3.2, 5, 7 and 10.1.3, 10.1.4 and 10.1.5 OF THIS LEXMARK GUARANTEE.** Nothing in this Lexmark Guarantee is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation (as the case may be) created for either the End-user or Lexmark in terms of the CPA. All provisions of this Lexmark Guarantee shall be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Lexmark Guarantee must be interpreted and applied accordingly.

**10.10.3** Section 1.4 is amended by the addition of the wording "AND SHALL RUN CONCURRENTLY WITH" after the words "IS IN ADDITION TO" in the second line thereof.

**10.10.4** At the end of Section 7.2 the following wording is added: "OR ANY LOSS OF OPPORTUNITY OR DAMAGE TO REPUTATION OF THE END-USER IRRESPECTIVE OF WHETHER OR NOT THE DAMAGES WERE IN THE CONTEMPLATION OF THE END-USER AND LEXMARK AT THE COMMENCEMENT OF THE TERM."

**10.10.5** The following Section 7.4 is added after Section 7.3: "7.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEXMARK GUARANTEE (SAVE FOR SECTION 10.3.3, ONLY TO THE EXTENT SUCH SECTION APPLIES TO THE END-USER), THE END-USER HEREBY INDEMNIFIES LEXMARK, ITS EMPLOYEES, DIRECTORS, OFFICERS, AUTHORIZED SUPPORT AGENTS AND/OR CONTRACTORS OR SUB-CONTRACTORS AND HOLDS THEM HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE OR CLAIM CONTEMPLATED UNDER SECTION 61(5) OF THE CONSUMER PROTECTION ACT, NO. 68 OF 2008 THAT ARISES AS A CONSEQUENCE OF THE USE OF ANY LEXMARK PRINTING DEVICE OR SUPPLIES TO THE EXTENT THAT SUCH LEXMARK PRINTING DEVICE OR SUPPLIES FORMS PART OF THE SUPPLY CHAIN OF GOODS AND/OR SERVICES ULTIMATELY SUPPLIED TO THE END-USER."

#### **10.11 United Arab Emirates**

**10.11.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List".

**10.11.2** This Lexmark Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Lexmark Guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the DIFC-LCIA Rules (hereafter the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, to be appointed in accordance with the Rules. The seat, or legal place, of arbitration shall be the DIFC, Dubai. The language to be used in the arbitral proceedings shall be English.

**10.11.3** By accepting the terms and conditions of the Lexmark Guarantee, including Section 10.1.2, you hereby warrant that the individual responsible for agreeing to the terms of the Lexmark Guarantee has been granted the necessary power and authority to do so by the entity receiving the benefit of the warranty.

## 10.12 United Kingdom

**10.12.1** The Lexmark Guarantee is a commercial guarantee voluntarily provided by Lexmark. The name and address of the Lexmark entity responsible for the performance of this Lexmark Guarantee can be found at [www.lexmark.com/myguarantee](http://www.lexmark.com/myguarantee) in section "Guarantee Contact List" and is as follows:

Lexmark International Ltd,  
Highfield House, Foundation Park,  
8 Roxborough Way, Maidenhead,  
Berkshire, SL6 3UD  
United Kingdom

**10.12.2** Section 7.1 shall be replaced completely by the following wording "*7.1. The End-User's remedy under this Lexmark Guarantee in the event that a Lexmark Printing Device or Supplies is defective or ceases functioning are defined by the Guarantee Services set forth above. Even in the event of a claim under this Lexmark Guarantee, Lexmark's sole and exclusive liability for actual damages of any kind is limited to the price paid for the Lexmark Printing Device or Supplies or its repair or replacement. The exclusions and limitations of liability set out in this Section 7 do not apply to:*

- a) death or personal injury resulting from negligence; or*
- b) fraud or fraudulent misrepresentation; or*
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or*
- d) breach of section 2 of the Consumer Protection Act 1987."*

**10.12.3** If the End-User is a consumer the words "at its discretion" shall be deleted from Section 2.1, the words "at its sole discretion" shall be deleted from Section 2.3 and the words "Failure to return the defective Lexmark Printing Device or Supplies will result in an invoice for the replacement Lexmark Printing Device or Supplies at Lexmark's then current published list price" shall be deleted from Section 2.4.