

SAWGRASS PRINTER – LIMITED WARRANTY EU and EFTA states, and Rest of World

Sawgrass agrees, at its option and discretion, according to the SERVICE procedure set forth below, during the warranty period and within reasonable time, to either repair the defect (with new or comparable rebuilt parts/ Sawgrass certified refurbished printer), or to replace the Product that is proven defective, or to refund the purchase price actually paid, not to exceed Sawgrass' recommend retail price for the Product, which shall be Sawgrass' sole responsibility for errors or defects in the product.

Table A – Covered Products and Term

Covered Products	Term
Sawgrass SG400	1 year from date of purchase
Sawgrass SG800	1 year from date of purchase
Sawgrass VJ628*	1 year from date of purchase

*NOTE: Print heads (OEM) for Sawgrass printers (type VJ628) are considered as consumable goods, affected by wear and tear. For print heads, the warranty period is limited to twelve (12) months for those in new printers and three (3) months from the date of installation for those used in a certified repair.

Guarantees under relevant legislation remain unaffected.

1. Scope

1.1. Sawgrass Technologies ("**Sawgrass**") provides this limited warranty ("**Saw grass Warranty**") to the person who first purchases for its own personal use ("**Original Purchaser**") one of the Sawgrass branded printing devices as detailed in Table A above and as further described in Section 3 ("**Sawgrass Printing Device**"). NOTE: Only the Original Purchaser shall be entitled to benefit from the Sawgrass Warranty, and not any further purchaser, unless otherwise agreed in writing between Sawgrass and the Original Purchaser.

1.2. The term of this Sawgrass Warranty is set out in Table A above ("**Term**").

1.3. Under this Sawgrass Warranty, Sawgrass guarantees that the Sawgrass Printing Device is manufactured from new (or equivalent to new) parts, conforms to the specifications published by Sawgrass, is free from defects in materials and workmanship and is in good working order at the time of delivery.

1.4. The services defined in this Sawgrass Warranty ("**Warranty Services**") shall be provided by the Sawgrass entity having sold the Printing Device or any dedicated Sawgrass representative. However, for any and all warranty claims, the Original Purchaser's first contact point shall be the place of purchase ("**SELLER OF THE PRODUCT**", as per section 1.5. below).

- 1.5. THIS SAWGRASS WARRANTY IS OFFERED BY SAWGRASS IN ADDITION TO ANY CONTRACTUAL AND/OR, STATUTORY LAW WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT (I.E. SAWGRASS OR ANY OTHER PARTY FROM WHICH THE ORIGINAL PURCHASER MAY HAVE PURCHASED THE SAWGRASS PRINTING DEVICE) UNDER APPLICABLE LAW. ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.
- 1.6. THIS SAWGRASS WARRANTY IS LIMITED TO THE RIGHTS GRANTED EXPRESSLY TO THE ORIGINAL PURCHASER, AND IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE FOLLOWING SECTIONS OF THIS SAWGRASS WARRANTY.

2. Covered Products and Term

- 2.1. This Sawgrass Warranty covers the relevant Sawgrass Printing Device .
- 2.2. THE SAWGRASS WARRANTY DOES NOT APPLY TO: (I) ANY THIRD PARTY PRODUCTS BUNDLED WITH ANY SAWGRASS PRINTING DEVICE AND SUPPLIES (E.G. USB OR OTHER CABLES OR ADD-ON ITEMS DISTRIBUTED BY SAWGRASS AS PART OF THE PRODUCT OR PACKAGE); (II) ANY SAWGRASS OR THIRD PARTY SOFTWARE; (III) ANY SAWGRASS OR THIRD PARTY PRINTING MEDIA; OR (IV) CARTRIDGES, INK COLLECTOR UNITS, SERVICE OR MAINTENANCE KITS.

3. Original Purchaser's Obligations

- 3.1. In order to benefit from the Sawgrass Warranty and to receive the Warranty Services, the Original Purchaser (or any further purchaser, as stated in section 1.1. above) must be able to provide proof of the purchase such as an invoice or receipt showing the date of purchase, purchase location and the serial number. Without such information, the Sawgrass Printing Device shall be deemed to be out of warranty.
- 3.2. It is strongly recommended to the Original Purchaser to register the Sawgrass Printing Device as described on the Sawgrass website since this will greatly facilitate the proof of purchase. In case the Sawgrass Printing Device is passed on to another purchaser, the Original Purchaser must seek Sawgrass' written agreement that the warranty transfers to the new purchaser (within the remaining warranty period, as per Table A). Save of such approval, the warranty will cease, without any further purchaser's rights.
- 3.3. The Original Purchaser is responsible for configuring the Sawgrass Printing Device in accordance with the setup instructions provided. Sawgrass cannot be held liable for any non-compliance with instructions. Please note that non-compliance could lead to the loss of warranty rights. In case of difficulties with configuring, Original Purchaser should immediately seek help from seller of the Sawgrass Printing Device.
- 3.4. In order to maintain optimal performance some Sawgrass Printing Devices require maintenance kits if such kits are required and Sawgrass has indicated this, The Original Purchaser is responsible for the correct selection, and proper installation of any maintenance kits and will be solely responsible for the costs of doing so.

4. Exclusions

The Sawgrass Warranty does not apply in the following situations:

- 4.1. Failure, damage or degradation resulting from the use of parts, ink, print media, software or attachments that are not original Sawgrass supplies or parts, or do not meet the specifications recommended by Sawgrass for the Sawgrass Printing Device;
- 4.2. The Original Purchaser obtains consumables from a dealer who is not authorised by Sawgrass;
- 4.3. The Sawgrass Printing Device's serial number has been damaged or removed;
- 4.4. Paper jams, other than those resulting from a manufacturing defect;
- 4.5. Failure, damage or degradation resulting from an unsuitable physical or operating environment including, but not limited to, damage resulting from electrical surges, fire or water;
- 4.6. Failure, damage or degradation that results from service or maintenance on the Sawgrass Printing Device by anyone other than Sawgrass or a Sawgrass approved supplier;
- 4.7. Failure, damage or degradation that results from the Original Purchaser's failure to configuring, clean and maintain the Sawgrass Printing Device as described in the user guides, instructions, manuals or on the Sawgrass website, including, but not limited to, Sawgrass' online tutorials;
- 4.8. Failure, damage or degradation that results from failure to properly prepare, package and transport the Sawgrass Printing Device as advised by Sawgrass when returning the Sawgrass Printing Device for repair; or
- 4.9. Non-compliance by the Original Purchaser with any criteria or product specifications stated in the Sawgrass product documentation (as per section 4.7. above).

5. Supra-national and Local Law; specific information on fairs

- 5.1. This Sawgrass Warranty gives you specific legal rights in the European Union / the EFTA and their respective member states, you may also have other rights which vary from country to country elsewhere in the world. You are advised to consult applicable national laws for a full determination of your rights.
- 5.2. To the extent that this Sawgrass Warranty is inconsistent with applicable local law, this Sawgrass Warranty shall be deemed modified to be consistent with such local law.
- 5.3. THE TERMS CONTAINED IN THIS LIMITED SAWGRASS WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY (AND ARE IN ADDITION TO) THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS SAWGRASS PRINTING DEVICE TO YOU.

- 5.4. Specific information for Sawgrass Printing Devices purchased at fairs: No retraction right – i.e. a consumer’s right to withdraw from a contract – will apply for any and all contracts concluded at fairs.

6. Limitation of Warranty and Liability

- 6.1. Unless otherwise stated by mandatory statutory law, your sole and exclusive remedy against Sawgrass for actual damages of any kind is limited to the price paid by you for the Sawgrass Printing Device or its repair or its replacement.
- 6.2. SAWGRASS IS NOT LIABLE FOR THE CONSEQUENCES OF AN INTERRUPTION OF THE OPERATION OF THE PRINTING DEVICE OR THAT OF A FAULTY OPERATION OF THE PRINTING DEVICE. IN NO EVENT SHALL SAWGRASS BE LIABLE FOR LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 6.3. THIS SAWGRASS WARRANTY CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND ALL PREVIOUS AGREEMENTS WHETHER WRITTEN, ORAL OR IMPLIED BETWEEN THE PARTIES WILL CEASE TO BE EFFECTIVE. ALL OTHER TERMS EXPRESS OR IMPLIED, MANUFACTURE GUARANTEES OR WARRANTIES, INCLUDING THE IMPLIED GUARANTEES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXCLUDED (EXCEPT WHERE REQUIRED BY MANDATORY APPLICABLE LAW). NO MANUFACTURER GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED WILL APPLY AFTER THE EXPIRATION OF THE TERM OF THIS SAWGRASS WARRANTY. FOR THE AVOIDANCE OF DOUBT, ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.

7. Severability

- 7.1. If any provision of this Sawgrass Warranty is found by any court to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of the Sawgrass Warranty, and the validity and enforceability of the other provisions of the Sawgrass Warranty shall not be affected.

8. Warranty Extension

- 8.1. The Original Purchaser may extend this Sawgrass Warranty by purchasing an extension from an approved Sawgrass representative or by visiting; subject to availability (warranty extension may not be offered in all jurisdictions and/or for all Sawgrass Printing Devices).

HOW TO OBTAIN LIMITED WARRANTY SERVICE

To obtain warranty service you should contact, in the first place, the dealer from whom you purchase the printer. In case support from your dealer should be unavailable, you may contact your country Sawgrass contact as specified in <http://www.sawgrassink.com>, concerning your Warranty Service. When speaking with the Sawgrass Service Representative you may be asked to provide the Sawgrass Printing Device’s serial number, the Sawgrass Printing Device’s date of purchase, your location and a brief description of the service issue. The Sawgrass Service Representative will attempt to diagnose the service issue with you over the telephone. If the service issue cannot be

resolved by phone, the Sawgrass Service Representative will review your specific Warranty entitlements.