

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, it’s 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 Warranty¹	Service Center Labor
INKJET PRODUCTS		
I.V./700 & I.V./700NP Systems	365 days	NA
IJ/3000 Ink Jet Systems	365 days	90 days
Linx Ink Jet Systems	365 days	90 days
Linx Ink Jet Systems (refurbished – EZ)	365 days	90 days
LABEL PRINTER/APPLICATORS		
Print Engines	365 days	90 days
Diagraph Platinum Series (PA/6000, PA/4600, LA/4700)	365 days	90 days
PA/5000 LT Printer Applicator	365 days	NA
LABEL APPLICATORS		
LA/4500 Applicator	365 days	NA
STAND ALONE LABEL PRINTERS		
Apollo Printers	365 days	90 days
Datamax Printers (Traditional Printers)	365 days	90 days
Datamax I Class Printers	3 years	90 days
Datamax W Class Printers	5 years	90 days
Printronix Printers	90 days	90 days
Sato Printers	365 days	90 days
Zebra Printers	365 days	90 days
All Thermal Transfer ELP Printers – (refurbished – EZ)	90 days	90 days
SOFTWARE		
EASYLABEL Labeling Software	Warranty issues to Tharo Systems	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
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 Printheads	180 days
LABEL PRINTER/APPLICATORS PARTS	
PA/5000 LT Printer Applicator	90 days
ALP/4500 Printer Applicator	90 days
Diagraph Platinum Series (PA/6000, PA/4600, LA/4700)	90 days
LABEL APPLICATOR PARTS	
LA/1000 Applicator	90 days
LA/4500 Applicator	90 days
Thermal Transfer Printheads and Spare Parts²	
Datamax Printheads for I & W Class Printers	365 days ³
Datamax Printheads for all other Class Printers	120 days ⁴
Tharo – Apollo Printheads	365 days ³
Sato Printheads	365 days ⁴
Zebra Printheads	180 days ⁴
ALP 4500 Printhead	180 days ³
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.

³Or 1,000,000 lineal inches, whichever comes first .

⁴Or 500,000 lineal inches, whichever comes first.