

### **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, and its associated brands. 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 for the length of time shown in Tables A, B, and C. Unless otherwise specified in the aforementioned tables, all replacement 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 their 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 their 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 their 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 their authorized 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 or gross negligence.

### **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 their authorized reseller to obtain an RMA number. Return the defective item, freight and insurance prepaid, in the original shipping container to Diagraph or their 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 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](http://www.diagraph.com) in the **business policies** section.

### **What is not covered by this warranty?**

- Product purchased from anyone other than Diagraph or an 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 are warranted through the expiration date shown on the product or label.
All Thermal Jet Printhead cartridges are warranted through the expiration date shown on the product label.

**TABLE B – EQUIPMENT**

PRODUCT EQUIPMENT/SYSTEMS ORIGINAL WARRANTY	Equipment Warranty <sup>1</sup>
<b>INKJET PRODUCTS</b>	
IV12 Dot/IV12 Dot NP Systems	730 days (24 months)
IJ3000 & IJ4000 Ink Jet Systems	730 days (24 months)
TJ500 & TJ1000 Systems	365 days (12 months)
Linx 89xx Series Ink Jet Systems	730 Days (24 months)
Linx 7900 Standard Ink Jet Systems	548 Days (18 months)
Linx CJ400, 5900 & 8900LI Ink Jet Systems	365 days (12 months)
Linx Legacy Systems	365 days (12 months)
<b>LASER PRODUCTS</b>	
Linx SL & CSL Series Lasers	365 days (12 months)
Laser Tube for Linx SL & CSL Series	730 days (24 months)
<b>LABEL PRINTER/APPLICATORS</b>	
E-Series	730 days (24 months)
Print Engines	OEM Warranty
4000-HH & Touch Pro Controllers	365 days (12 months)
<b>LABEL APPLICATORS</b>	
Label Applicators	730 days (24 months)
Legacy Label Applicators	365 days (12 months)
<b>THERMAL TRANSFER OVERPRINTER</b>	
XL Series	730 days (24 months)
NGT Series & NGT Control (with or without Touchscreen)	365 days (12 months)
MLi Series	365 days (12 months)
a:touch Lite & Touch Pro	365 days (12 months)
<b>STAND ALONE LABEL PRINTERS</b>	
Sato Printers	OEM Warranty
Zebra Printers	OEM Warranty
Datamax Printers	OEM Warranty
Tharo Printers	OEM Warranty
<b>SOFTWARE</b>	
NICELABEL Labeling Software	Warranty issues to Niceware

<sup>1</sup>Equipment Warranty is a factory warranty. On-site service and workmanship of new equipment is applicable only with paid installation and valid up to 180 days after the installation. All warranty equipment labor is billable if installation was not purchased.

**TABLE C – PARTS & SERVICE**

SERVICE PARTS	Warranty Period
<b>INKJET PRODUCTS</b>	
IV12 Dot P and NP	90 days (3 months)
TJ500 & TJ1000	90 days (3 months)
Linx	90 days (3 months)
Linx MK 7 and MK 9 Printheads	365 days (12 months)
Linx MK 11 Printhead (spares or replacements)	730 days (24 months)
IJ3000 & IJ4000 Ink Jet	90 days (3 months)
Any non-Printhead Exchange Item	90 days (3 months)
All IV, IJ & TJ Printheads	180 days (6 months)
<b>LASER PRODUCTS</b>	
Linx SL & CSL Series Laser	90 days (3 months)
Laser Tube for Linx SL & CSL Series	730 days (24 months)
<b>LABEL PRINTER/APPLICATORS PARTS</b>	
E-Series	90 days (3 months)
<b>LABEL APPLICATOR PARTS</b>	
Label Applicators	90 days (3 months)
<b>Thermal Transfer Printheads and Spare Parts<sup>2</sup></b>	
TTO Printheads	1 year
TTO Parts	90 days (3 months)
Thermal Transfer Printer Spare Parts	90 days (3 months)
SATO Printheads In Thermal Transfer Applications	OEM Warranty
SATO Printheads In Direct Thermal Applications	OEM Warranty
Zebra Printheads	OEM Warranty
Datamax Printheads for I & W Class Printers	OEM Warranty
Datamax Printheads for all other Class Printers	OEM Warranty
Tharo – Apollo Printheads	OEM Warranty
Sentinel Blocks, Dongles & Hardware Keys for Software	OEM Warranty

SERVICE & WORKMANSHIP	Warranty Period
Service Repairs/ On-Site	30 days
Service Center Repairs	30 days
Paid Installation of New Equipment	180 days (6 months)

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