

## LIMITED WARRANTY FOR MITSUBISHI PHOTOGRAPHIC DYE-SUBLIMATION PRINTERS

1A. Subject to the terms and conditions in this limited warranty, MITSUBISHI ELECTRIC US, INC. ("MEUS") warrants to the original purchaser at retail from an MEUS authorized reseller (the "Purchaser") of this Mitsubishi Photographic Dye-Sublimation Printer (the "Product") that should this Product be defective by reason of improper workmanship and/or materials as determined by MEUS, then MEUS shall repair or replace, at its option, any defective part of the Product without charge for the part(s) for the period specified in this limited warranty and shall, for the period specified, bear the labor expense when such labor is performed by an authorized MEUS service provider, except that in some instances in which the Product is located outside of the United States the Purchaser may bear some labor and transportation expenses.

1B. The limited warranty period commences on the date of purchase of the Product by the Purchaser from an MEUS authorized reseller as indicated in the sales invoice, or proof of purchase and extends to the period as set in Schedule "A" of this document.

1C. All parts used for replacement are warranted for the remainder of the product's original warranty period, or 90 days from the replacement date of record thereof, whichever is longer. These replacement parts or replacement Product, at the sole discretion of MEUS, may be either new or remanufactured and may be shipped to Purchaser in either new or used packaging.

1D. Product serviced or replaced under this limited warranty shall, at MEUS's option, be returned in new or used generic cartons/packing.

1E. MEUS reserves the right to request the return of the defective part or product unit being replaced. If MEUS requests the return of the defective part or Product, Purchaser will return the part or Product with the same packing materials with which it was sent if these packing materials are in the same condition as when it was sent or with equivalent materials likewise designed to avoid breakage during shipment. Failure to return the defective part or product unit upon request by MEUS may result in MEUS charging the Purchaser the full retail price of the replacement part or product unit.

2. REQUESTING WARRANTY SERVICE: The Purchaser must contact their system integrator, reseller, dealer, or MEUS at the number below. The name and address of the nearest authorized service provider can be obtained by writing or calling MEUS at the address and telephone number provided below. THE PURCHASER MUST PRESENT TO THE SERVICE CENTER A SALES RECEIPT OR OTHER WRITTEN EVIDENCE ESTABLISHING PROOF AND DATE OF PURCHASE. For further support, please contact your system integrator, reseller, or dealer, or MEUS by email at <a href="https://www.support@meus.mea.com">https://www.support@meus.mea.com</a> or by phone in USA +1-888-307-0309. Purchaser must transport the Product to an authorized service provide in order to receive warranty service. In the continental United States, MEUS will pay the shipping expense for returning the Product to Purchaser following warranty service. Outside of the continental United States, all shipping and handling expenses, including duties and applicable taxes and tariffs to get the unit to or from an MEUS Authorized Service Center, are the responsibility of the Purchaser.

3. THIS LIMITED WARRANTY DOES NOT COVER: Units that have been modified, altered, repaired or serviced by anyone other than an MEUS authorized service provider; cosmetic damage; damage to this Product or to any other products where such damage is caused by unauthorized modification, alteration, repairs to or service of the product; accident; physical abuse or misuse or operation contrary to instructions in User's Manual, (including any failure to carry out any maintenance as described in the User's Manual); use of print media other than media specified by MEUS; damage from excessive physical, operational or electrical stress; damage caused by use of third party media, components or hardware; any mechanical breakdown or damage caused by a computer virus; failure as a result of rust or corrosion on any covered product or part; damage caused by moving the Product to another location; any damage caused by acts of God or other factors beyond the reasonable control of MEUS, including but not limited to loss or damage caused by war, invasion or act of foreign enemy, terrorism, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, or civil commotion; and nonfunctional parts (defined as a parts that are not critical to the performance of the product's essential function, or a part that, if missing or broken, does not result in the product being non-operational) or aesthetic parts, including but not limited to plastic parts, shelves, drawers, racks, knobs, rollers, baskets, scratches, handles, cosmetic parts or peeling and dents. This limited warranty also excludes service where no defect in the product covered under this limited warranty is found; any products that have had a serial number or any part thereof altered, defaced or removed;; any costs or expenses for, or damages arising from product removal, installation or setup, any adjustments of user controls, or other adjustments necessary to prepare the unit for display or use, or connection with any external device. Please consult the operating instructions contained in the User's Manual furnished with the product for information regarding user controls.

3D. THIS LIMITED WARRANTY ALSO DOES NOT COVER THIRD PARTY ACCESSORIES AND OR SOFTWARE BUNDLED FREE OR RESOLD WITH THE PRODUCT. Warranty coverage on third party accessories and or software is limited to any warranty or limited warranty provided by the original accessory and or software manufacturer.

4. ANY EXPRESS WARRANTY NOT PROVIDED IN THIS LIMITED WARRANTY, AND ANY REMEDY WHICH, BUT FOR THIS DISCLAIMER PARAGRAPH, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED. BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

5. UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE.

6. For any dispute with MEUS, you agree to first contact us by phone +1-888-307-0309 or e-mail tsupport@meus.mea.com or U.S. Mail at Mitsubishi Electric US, Inc., ATTN: Product Support, Visual and Imaging Systems Division, 5900-A Katella Avenue, Cypress, CA 90630, and attempt to resolve the dispute with us informally by providing your name, address, and contact information and describing the nature of the dispute. In the unlikely event that MEUS has not been able to resolve a dispute it has with you within 60 days of your original informal claim (or sooner if, in MEUS's opinion, a dispute is not likely to be resolved within 60 days), we each agree to resolve



any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Arbitration and Mediation Services ("JAMS") located in Orange County, California. JAMS may be contacted at www.jamsadr.com and will require you to pay an initial filing fee set by JAMS (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by MEUS. The arbitration will be conducted in Orange County, California, unless you request an in-person hearing where you live, or if you and MEUS agree otherwise. If the arbitrator decides in your favor, the award may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for any expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator makes an award in your favor greater than MEUS's last written offer, MEUS will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or as agreed to by you and MEUS. The arbitration will be conducted in Orange County, California (or the nearest JAMS Office to Orange County) unless you and MEUS agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You may sue under state law in a small claims court of competent jurisdiction, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.

## 6a. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by MEUS. You agree that you and MEUS are each waiving the right to a trial by jury or to participate in a class action.

6b. You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Warranty by notifying MEUS in writing within 30 days of purchase. Such written notification must be sent to Mitsubishi Electric US, Inc., ATTN: Legal, 5900-A Katella Avenue, Cypress, CA 90630, and must include (1) your name, (2) your address, (3) your warranted product's serial number, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30 day time limit to opt out.

7. This warranty gives specific legal rights, and the Purchaser may also have other rights which vary from country to country.

8. If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.

 MEUS can be reached by mail at: Mitsubishi Electric US, Inc. Attn: Product Support – Visual and Imaging Systems Division, 5900-A Katella Ave, Cypress, CA 90630, U.S.A. +1 (888) 307-0309

10. Additional product and technical information can be found at: <u>www.me-vis.com</u>.

PRODUCT MODELS	WARRANTY PERIOD	COVERAGE
CP9550DW, CP-9810DW, CP-D70DW, CP-D707DW, CP-K60DW-S	Product (other than Thermal Head): 1 Year Thermal Print Head: Unlimited prints within 1 year warranty period	Parts and Labor
CP-3800DW	Product (other than Thermal Head): 1 Year Thermal Print Head: 1 Year or 10,000 prints whichever comes first	Parts and Labor
CP- W5000DW	Product (other than Thermal Head): 1 Year Thermal Print Head: 1 Year or 15,000 prints whichever comes first	Parts and Labor

## SCHEDULE A