

System Warranty

Xerox warrants that the **WorkCentre PE120** and its Consumables and Options/Upgrades (related items) will be free from defects in materials and workmanship for the periods set out below:

Product: a period of One (1) year from the date of shipment or **150,000** prints, whichever comes first.

Consumable (ink and toner): until original ink or toner is consumed (or “Toner Low” message appears).

Options/Upgrades (such as memory, high-capacity feeder, etc.): the period of the remaining warranty or 90 days from the date of purchase, whichever is greater, except where longer periods are required by law.

Accessories (such as carts, dust covers, cleaning kits, etc.): 90 days from the date of purchase except where longer periods are required by law.

If the product proves defective during the warranty period, Xerox, at its option, will:

- (1) repair the product by means of telephone support or depot service at no charge for parts or labor,
- (2) replace the product with a comparable product which may be new or remanufactured, or
- (3) refund the amount paid for the product, less a reasonable allowance for usage, upon its return.

Xerox recommends the Customer first utilize support materials shipped with the product, product diagnostics, information contained on the web, and email support. If unsuccessful, to obtain service under this warranty the Customer must notify Xerox Telephone Support or its authorized service representative of the defect before the expiration of the warranty period. Customers will provide appropriate assistance to Telephone Support personnel to resolve issues.

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If telephone support is unsuccessful, Xerox or its authorized service representative will provide warranty repair at a designated depot site without charge as provided below.

- Service is available at designated service depots in the United States, Canada, Austria, Belgium (Luxembourg), Finland, France, Germany, Greece, The Netherlands, Ireland, Italy, Norway, Portugal, Denmark, Spain, Sweden, Switzerland, and United Kingdom for products purchased in these countries.
- Outside the above-mentioned countries, service is available at designated service depots in the country of purchase.

Xerox reserves the right to charge for depot service in exceptional cases.

A description of the depot process may be obtained from the local Xerox Customer Support Center or authorized Xerox distributor. Depot service is at Xerox' or its authorized service representative's sole discretion and is considered an option of last resort.

If the Customer's product contains features that enable Xerox or its authorized service representative to diagnose and repair problems with the product remotely, Xerox may request that the Customer allow such remote access to the product.

In the maintenance of the product, Xerox may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of Xerox. Xerox may require the return of parts, assemblies, and products to a designated Xerox Depot or the Xerox representative from which the part, assembly, or product was originally purchased. Return and claims will be handled according to the current Xerox procedure.

These warranties shall not apply to any defect, failure, or damage caused by improper use or inadequate or improper maintenance and care. Xerox shall not be obligated under these warranties:

- a) to repair damage resulting from attempts by personnel other than Xerox representatives to install, repair, or service the product unless directed by a Xerox representative;
- b) to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
- c) to repair damage, malfunction, or degradation of performance caused by the use of non-Xerox supplies or consumables or the use of Xerox supplies not specified for use with this product;
- d) to repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability;
- e) to perform maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform maintenance and cleaning as prescribed in published product materials;
- f) to repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's documentation;
- g) to repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in published product materials;
- h) to repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war, and riots;
- i) to repair this product after it exceeds the print volume referenced in this warranty statement;
- j) to replace items that have been refilled, are used up, abused, misused, or tampered with in any way;
- k) to install replacement items that are considered customer replaceable;
- l) to support software not supplied by Xerox;
- m) to provide software or firmware updates or upgrades.

Any service identified in the above list and provided by Xerox at the Customer's request shall be invoiced to Customer at Xerox' then-current rates for parts, labor, and travel.

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