

Printer Warranty

Xerox warrants that the **Phaser 6200 Color Laser Printer** will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment or 300,000 prints, whichever comes first. If the product proves defective during the warranty period, Xerox, at its option, will:

- repair the product by means of telephone support or on-site service at no charge for parts or labor,
- replace the product with a comparable product,
- replace the product with a remanufactured unit, or
- refund the amount paid for the product, less a reasonable allowance for usage, upon its return.

Under this product warranty, the Customer must notify Xerox or its authorized service representative of the defect before the expiration of the warranty period. To obtain service under this warranty, the Customer must first contact Xerox Telephone Support personnel or that of its authorized service representative. Telephone Support personnel will work to resolve issues professionally and quickly, however the Customer must reasonably assist Xerox or its authorized representative.

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

Service is available within the customary on-site service area in the United States, Canada, and the European Economic Area for products purchased in the United States, Canada, and the EEA.

Outside the US, Canada, & EEA, service is available within the customary on-site service area in the country of purchase

Xerox reserves the right to charge for on-site service in exceptional cases.

A description of the customary on-site service area may be obtained from the local Xerox Customer Support Center or authorized Xerox distributor. On-site 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 or assemblies for equal or improved quality. All defective parts and assemblies become the property of Xerox. Xerox, at its option, may request the return of these parts.

Consumables Warranty

Xerox warrants that toner cartridges will be free from defects in materials and workmanship until the original Xerox toner is depleted. All other Customer Replaceable Consumables (CRCs) will be covered for a period of ninety (90) days (six (6) months where longer periods are required by law) from the date of installation, but not more than one (1) year from date of shipment. Under this warranty, the Customer must notify Xerox or its authorized service representative of the defect before the expiration of the warranty period. XEROX MAY REQUIRE THAT THE DEFECTIVE CRC BE RETURNED TO A DESIGNATED XEROX DEPOT OR THE XEROX REPRESENTATIVE FROM WHICH THE CRC WAS ORIGINALLY PURCHASED. 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 improper or inadequate maintenance and care. Xerox shall not be obligated under these warranties:

- 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;
- to repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
- to repair damage, malfunction, or degradation of performance caused by the use of non-Tektronix/Xerox printer supplies or consumables or the use of Tektronix/Xerox supplies not specified for use with this printer;
- to repair a product or CRC 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 CRC;
- to perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials;
- 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 user manual;
- to repair this product after the limit of its duty cycle has been reached; all service thereafter shall be billed on a time and material basis;
- to replace CRCs that have been refilled, are used up, abused, misused, or tampered with in any way.

THE ABOVE WARRANTIES ARE GIVEN BY XEROX WITH RESPECT TO THIS PRODUCT AND ITS CUSTOMER REPLACEABLE CONSUMABLES IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. XEROX AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY SIMILAR STANDARD IMPOSED BY APPLICABLE LEGISLATION. XEROX' RESPONSIBILITY TO REPAIR, REPLACE, OR OFFER A REFUND FOR DEFECTIVE PRODUCTS AND CUSTOMER REPLACEABLE CONSUMABLES IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THESE WARRANTIES.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province, or country.

TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL XEROX AND ITS VENDORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER XEROX OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

For the software warranty please see the end user license agreement included with the software.

In certain geographies this product is warranted by Fuji Xerox. This statement of warranty does not apply in Japan – please refer to the warranty statement provided in the Japanese user manual for products purchased in Japan.

If you are an Australian consumer, you should be aware that the *Trade Practices Act 1974* and equivalent State and Territory legislation (collectively “**the Acts**”) contain special provisions designed to protect Australian consumers. Nothing in any Fuji Xerox warranty material excludes or limits the application of any provision of any of the Acts, where to do so would contravene the Acts or cause any part of this warranty to be void. In this warranty material, an implied condition or warranty, the exclusion of which from a contract with a “Consumer” (as defined in the Acts) would contravene any provision of the Acts or cause any part or all of this warranty to be void, is called a “Non-excludable Condition”. To the full extent permitted by law, Fuji Xerox’ sole and total liability to the customer for a breach of any Non-excludable Condition (including for any consequential loss suffered by the customer) is limited, except as otherwise stated herein, to (at Fuji Xerox’ option) replacing or repairing the goods, or resupplying, or paying the cost of the resupply of, the services, in respect of which the breach occurred. Subject to the above, all conditions and warranties which would or might otherwise be implied in a Consumer contract, whether by operation of statute, inference from circumstances, industry practice or otherwise, are excluded.