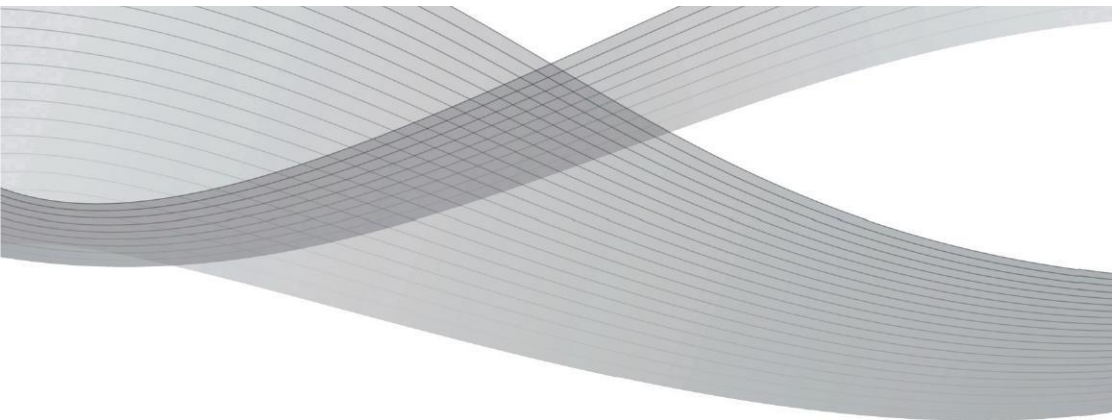


**xerox**

**Xerox®**

**D95/D110/125/136**

**Warranty**





## Attention:

The warranty statement provided with this product may not apply if you purchase your product under a **PagePack**, **eClick**, or other written agreement or purchase plan. Please see your specific agreement or contact your Xerox Account Manager for complete details about your warranty, if any.

This warranty is valid in the United States.

For warranties in other countries, please contact your local Xerox Account Manager.

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## Product Warranty

Xerox warrants that the **Xerox D95/D110/D125/D136** and its Consumables, Routine Maintenance Items, and Options/Upgrades (related items) will be free from defects in materials and workmanship for the periods set out below:

**Product:** a period of 90 days from the date of shipment.

**Consumable** (ink and toner): until original ink or toner is consumed. (The item is not covered once the low or end of life message appears.)

**Routine Maintenance Items** (for specific examples refer to the product's documentation): the period of the remaining product warranty or 90 days from date of installation of the maintenance item, whichever is greater, except where longer periods are required by law. (These items are not covered once the end of life message appears.)

**Options/Upgrades** (such as memory, high-capacity feeder, and so on): the period of the remaining product 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, and so on.): 90 days from the date of purchase except where longer periods are required by law.

## *Product Warranty*

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

- (1) repair the product by means of telephone support or on-site service at no charge for parts or labor,
- (2) replace the product with a new product or a comparable product of similar age, value, and/or capability, 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.

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 service area in the United States, Canada, Austria, Belgium, Finland, France, Germany, Greece, Luxembourg, 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 within the customary service area in the country of purchase.

Xerox reserves the right to charge for 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.

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, remanufactured or refurbished parts, assemblies, or products. 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. Returns 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 product maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform product 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 limit of its duty cycle;
- 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.

## *Product Warranty*

THE ABOVE WARRANTIES ARE GIVEN BY XEROX WITH RESPECT TO THIS PRODUCT AND ITS RELATED ITEMS 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 RELATED ITEMS 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, see the end-user license agreement included with the software.

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.