



## X-RITE WARRANTY POLICY

For the purpose of this Warranty Policy “Seller” refers to X-Rite, Incorporated or the local “X-Rite” branded affiliate having fulfilled Buyer’s order, as the case may be. “Buyer” refers to the person or legal entity appearing on the order documents as X-Rite’s customer

**1. Equipment Warranty.** Seller warrants that the equipment purchased from Seller conforms to Seller’s published specifications and is free from defects in materials and workmanship for 12 months from the date of shipment from Seller’s facility or a longer period required by local laws. Unless otherwise provided herein, this warranty covers both the parts and labor necessary to correct any non-conformities or defects with the equipment. Equipment not manufactured by Seller are not covered by this Warranty Policy. Seller will instead pass through transferable manufacturer’s warranties. PARTS AND CONSUMABLE PRODUCTS INCLUDING WITHOUT LIMITATION BATTERIES, ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND.

**2. Software Warranty.** Seller warrants its software products as provided in the license, software-as-a-service, or similar documentation accompanying the software. If no such documentation accompanies any software, provided the software is used under normal operating and maintenance conditions, Seller warrants that licensed software will perform substantially in accordance with Seller’s published specifications and any accompanying user documentation for 90 days from receipt, and subscription or software-as-a-service software will be provided in a professional and workmanlike manner in accordance with applicable industry standards through the term of the subscription or software-as-a-service agreement. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE, AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE, ARE SUPPLIED ON AN “AS IS” BASIS WITHOUT CONDITION OR WARRANTY OF ANY KIND.

**3. Service Warranty.** Seller warrants that it will perform all services in a professional and workmanlike manner in accordance with applicable industry standards, upon performance of the service. EQUIPMENT CLEANING SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND.

**4. Warranty Services.** If any Product fails to conform to the warranty within the warranty period, Buyer must promptly notify Seller Support or the nearest Seller Service Center. Buyer is responsible for packaging and shipping the non-conforming Product to a Seller Service Center as instructed by Seller. Seller shall pay for the return of the Product to Buyer if the shipment is to a location within the same region the Seller Service Center is located, otherwise Buyer is responsible for all shipping charges, duties, taxes, and any other charges. Buyer must provide proof of purchase in the form of a bill of sale or receipted invoice as evidence its warranty claim is within the warranty period for the non-conforming Product. Buyer must not dismantle the non-conforming Product as unauthorized dismantling of any Product will void all warranty claims. Within a reasonable time after receipt of the non-conforming Product and subject to the other provisions herein, Seller will make the necessary repairs or replace the non-conforming Product at its expense after confirmation that the non-conforming Product was stored, installed, maintained and used in accordance with Seller’s recommendations, accompanying documentation, published specifications and standard industry practice. Any warranty failures, or warranty repairs or replacement, will not revive an otherwise expired warranty, or extend the duration of the original warranty period of Product.

**5. Failure to Repair.** If Seller is unable to repair non-conforming Products after a reasonable number of attempts, Seller will provide, at its option, (i) new or used replacement Products provided Buyer returns the non-conforming Products; or (ii) a refund of the purchase price depreciated in accordance with standard accounting principles. THIS SECTION 5 CONTAINS BUYER’S EXCLUSIVE REMEDIES AND SELLER’S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.



6. **Warranty Exceptions.** Seller's warranties herein do not cover failure of warranted Products resulting from: (i) accident, abuse, misuse, neglect, damage after shipment, or any other use not in accordance with Seller's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Seller's accompanying documentation and published specifications; (iv) failure to follow the maintenance procedures in Seller's accompanying documentation or published specifications; (v) repair or service by anyone other than Seller or its authorized representatives; (vi) any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Seller; (vii) any attachments to the warranted Products not manufactured, distributed or approved by Seller; or (viii) any modifications to the warranted Products not approved by Seller. Seller in its sole but reasonable discretion shall determine whether any of the exceptions herein apply.

7. **Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELLER, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

8. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN ANY EVENT OF LIABILITY, SELLER'S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE PRODUCTS FURNISHED BY SELLER GIVING RISE TO THE CLAIM.