

WARRANTY POLICY (England, Wales, and Northern Ireland)

1. Equipment Warranty

- (a) The seller, Linx Printing Technologies ("Linx"), warrants that on delivery and for the periods specified in clause 1(b) the printing and coding equipment purchased from Linx shall:
- i) conform in all material respects with Linx' published specifications; and
 - ii) be free from material defects in design, materials and workmanship.
- (b) Unless otherwise provided herein, this warranty covers both the parts and onsite labour necessary to correct any non-conformities or defects with the equipment. This warranty period extends until the earlier of (i) twelve (12) months after date of installation of equipment; or (ii) fifteen (15) months after date of shipment of equipment from Linx' facility. Below are exceptions to the above equipment warranty:
- Laser Tubes - Warranty period extends until the earlier of either: (i) twenty-four (24) months from date of installation; or (ii) twenty-seven (27) months from date of shipment.
 - MK11 Printheads – Warranty period extends until eighteen (18) months from date of shipment.
 - 7900 machines – Warranty period extends to twenty-one (21) months for products sold to distributors and eighteen (18) months for direct sales.
 - Equipment purchased by OEMs/Resellers - Warranty period extends for the earlier of either (i) twelve (12) months from date of initial installation; or (ii) fifteen (15) months from date of shipment.
 - Products not manufactured by Linx - where possible Linx will pass through transferable manufacturer's warranties.

2. Parts Warranty

- (a) Linx warrants that for the periods specified in clause 2(b) parts purchased from Linx shall:
- i) conform in all material respects with Linx' published specifications; and
 - ii) be free from material defects in design, materials and workmanship.
- (b) This warranty period extends until:
- i) Non-consumable Spare Parts - twelve (12) months from date of shipment;
 - ii) Consumable Spare Parts (including, without limitation, filters, focusing lens, lens protectors, mirrors, knives, transport belts, feed rollers, thermal transfer printheads, print rollers and print patterns)- at the time of shipment by Linx;
 - iii) Refurbished Parts - ninety (90) days from the date of shipment.

3. Supplies Warranty

Linx warrants that its supplies, which include inks, ribbons, makeup fluids and other consumable products (excluding consumable spare parts), will conform in all material respects to Linx' published specifications and will be free from material defects in design, materials and workmanship until the stated "*best when used before date*" appearing on the container.

4. Software Warranty and updates

- (a) Linx warrants that for the earlier of either (i) ninety (90) days from installation; or (ii) one-hundred-twenty (120) days from shipment, its software will perform substantially in accordance with Linx' published specifications and any accompanying user documentation, if the Software is used under normal operation and maintenance conditions.
- (b) 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, including any warranty of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, either express or implied.
- (c) Any express written software warranty in any software licence agreement between the parties will take precedence over this software warranty.
- (d) Linx will adhere to its legal obligations with regards to required updates and patches for usability and security of the Software.

5. Remedy for Breach of Warranty

- (a) Should any failure to conform to the warranty appear within the warranty period specified in this Warranty Policy (or thirty (30) days after shipment for consumable spare parts under clause 2(b)), the Buyer must:
- i) promptly notify Linx of such failure in writing;
 - ii) give Linx a reasonable opportunity to examine the equipment or parts (if applicable); and
 - iii) return the equipment or parts to Linx if requested to do so by Linx.
- (b) Within a reasonable time thereafter and subject to the other provisions herein, Linx will make the necessary repairs at its expense after confirmation that none of the warranty exceptions set out in clause 7 below apply.
- (c) Onsite warranty services will be available to Buyers located in the United Kingdom and will be performed between the hours of 8:00 AM and 5:00 PM in the United Kingdom, excluding weekends and holidays.

6. Failure to Repair

- (a) If Linx is unable to repair warranted goods after a reasonable number of attempts, Linx will provide, at its option, either
- i) new or used replacement goods, provided the Buyer returns the non-

- conforming goods; or
 - ii) a refund of the purchase price depreciated in accordance with standard accounting principles.
- (b) This clause 6 contains the Buyer's exclusive remedies and Linx' 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.

7. Warranty Exceptions

- (a) Linx' warranties herein do not cover failure of warranted goods resulting from:
- i) fair wear and tear, wilful damage, negligence, accident, abuse, misuse, neglect, abnormal working conditions or any other use not in accordance with Linx' recommendations, accompanying documentation, published specifications, and/or standard industry practice;
 - ii) fire, flood, lightning or any other act of God;
 - iii) the Buyer's or third party's act and any Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Linx' accompanying documentation and published specifications;
 - iv) failure to follow the maintenance procedures in Linx' accompanying documentation or published specifications;
 - v) alteration, repair or service by anyone other than Linx or its authorised representatives;
 - vi) the warranted goods or any part thereof, including without limitation the ink system and thermal transfer print heads, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Linx;
 - vii) any attachments to the warranted goods not manufactured, distributed or approved by Linx;
 - viii) third party software maintenance and upgrades; or
 - ix) any modifications to the warranted goods not approved by Linx;
 - x) the warranted goods differing from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- (b) This Warranty Policy covers goods owned only by Buyer at all times (and no other third parties) unless otherwise prohibited by law.
- (c) Linx in its sole but reasonable discretion shall determine whether any of the exceptions herein apply.

8. Warranty Disclaimer

- (a) Linx has given commitments as to compliance of the goods and services with relevant specifications. In view of these commitments, the terms implied by sections 13 to 15 of the sale of goods act 1979 and sections 3, 4 and 5 of the supply of goods and services act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- (b) These warranties are given solely to Buyer and are, in lieu of all other warranties, expressed or implied. No employee or agent of Linx, other than an officer of Linx by way of a signed written document, is authorised to make any warranty in addition to the foregoing.

9. Limitation Of Liability

- (a) Linx' rights and remedies herein are in addition to, and not in lieu of, any other rights or remedies Linx may have at law or in equity.
- (b) Nothing in this Warranty Policy shall limit any liability which cannot legally be limited, including but not limited to liability for:
- i) death or personal injury caused by negligence;
 - ii) fraud or fraudulent misrepresentation; or
 - iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- (c) Subject to the sub-clause (b) above, Linx shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for the following types of loss:
- i) any direct or indirect loss of profit;
 - ii) any indirect or consequential loss;
 - iii) loss of sales or business;
 - iv) loss of use or corruption of software, data or information;
 - v) loss of agreements or contracts; or
 - vi) loss of or damage to goodwill, arising under or in connection with this Warranty Policy.
- (d) Subject to clauses (b) and (c) above, Linx' total liability to the Buyer in respect of all other liabilities, costs, expenses, damages and losses howsoever arising under or in connection with this Warranty Policy, whether in contract tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods or services giving rise to the claim.

In this Warranty Policy, "Buyer" refers to the person, firm or company identified in the Conditions of Sale.