Brother Titan Industrial Printer Two Year Premier Service Limited Warranty (USA and Canada Only)

Who is covered:

- This limited warranty ("warranty") is given only to the original end-user/retail purchaser (referred to in this warranty as "Original Purchaser") of the accompanying Product, consumables and accessories (collectively referred to in this warranty as "this Product").
- If you purchased a product from someone other than an authorized Brother reseller in the United States or Canada, or if the product was used prior to your purchase you are not the Original Purchaser and the product that you purchased is not covered by this warranty.

What is covered:

- This Product includes the machine and the print head, and may include Consumable and Accessory Items. Accessory Items may include, but are not limited to USB cable, AC adaptor and power cord. Consumable Items may include but are not limited to BMS paper rolls, label rolls and battery.
- Except as otherwise provided herein, Brother warrants that the machine, including print head and the accompanying Consumable and Accessory Items will be free from defects in materials and workmanship, when used under normal conditions.
- Except as otherwise provided herein, Brother warrants the machine, including print head, against accidental damage, when used under normal conditions.
- This warranty applies only to Products purchased and used in the United States and Canada. For Products purchased in, but used outside the United States and Canada, this warranty covers only warranty service within the United States and Canada.

What is the length of the Warranty Periods:

- Machine, excluding print head: two years from the original purchase date.
- *Print head: two years from the original purchase date or 1 million machine odometer inches (25.4km), whichever comes first.
- Accompanying Accessory Items: one year from the original purchase date.
- Accompanying Consumable Items: 90 days from the original purchase date or the rated life of consumable, whichever comes first.

What is NOT covered:

This warranty does not cover:

 Damage to this Product caused by improper installation, improper or abnormal use, misuse, unauthorized repair or modification, damage caused by improper shipping or packaging, or the use of improper media.

This limited warranty is VOID if this Product has been altered or modified in any way (including but not limited to attempted warranty repair without authorization from Brother and/or alteration/removal of the serial number).

What to do if you think your Product is eligible for warranty service:

Report your issue **within the applicable warranty period** to our Customer Service Hotline at <u>1-800-255-0415</u>. You will be asked to supply Brother with a copy of your dated bill of sale showing that this Product was purchased within the United States or Canada.

What Brother will ask you to do:

In the United States and Canada, after contacting Brother you will be required to send the Product properly packaged, freight prepaid, to Brother together with a photocopy of your bill of sale. Brother will provide a Return Authorization Number (RA#) that must be written on the outside of the carton that contains your Product, and instructions to where you

should return your Product and insurance (if you desire). You are also responsible for loss or damage to this Product in shipping.

What Brother will do:

If the problem reported concerning your Product and/or accompanying Consumable and Accessory Items is covered by this warranty <u>and</u> if you first reported the problem within the applicable warranty period, Brother will repair or replace the Product and/or accompanying Consumable and Accessory Items at no charge to you for parts or labor. The decision as to whether to repair or replace the Product and/or accompanying Consumable and Accessory Items is made by Brother in its sole discretion. <u>Brother reserves the right to supply a refurbished or remanufactured replacement Products and/or accompanying Consumable and Accessory Items and use refurbished parts provided such replacement Products conform to the manufacturer's specifications for new <u>Product/parts</u>. The repaired or replacement Product and/or accompanying Consumable and Accessory Items will be returned to you freight prepaid.</u>

If the Product and/or accompanying Consumable and Accessory Items are not covered by this warranty, you will be charged for shipping the Product and/or accompanying Consumable and Accessory Items back to you and charged for any service and/or replacement parts/Product at Brother's then current rates.

The foregoing are your sole (i.e., only) and exclusive remedies under this warranty.

<u>Identification:</u> Brother shall be allowed to place identification marks on equipment covered and repaired under this agreement.

Limitations:

Brother is not responsible for damage to or loss of any equipment, media, programs or data related to the use of this Product. Except for the repair or replacement as described above, Brother shall not be liable for any direct, indirect, incidental or consequential damages or specific relief. Because some states do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to you.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, DRAWING, MODEL OR SAMPLE. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- This Limited Warranty is the only warranty that Brother is giving for this Product. It is the final expression and the exclusive and only statement of Brother's obligations to you. It replaces all other agreements and understandings that you may have with Brother or its representatives.
- This warranty gives you certain rights and you may also have other rights that may vary from state to state.
- This Limited Warranty (and Brother's obligation to you) may not be changed in any way unless you and Brother sign the same piece of paper in which we (1) refer to this Product and your bill of sale date, (2) describe the change to this warranty and (3) agree to make that change.

Important: We recommend that you keep all original packing materials, in the event that you ship this Product.