

# MEFERI: Warranty Terms and Conditions

**MEFERI Technologies Co., Ltd.**, including affiliates and subsidiaries under the common control of MEFERI ("MEFERI"), warrants to the End-User Customer (hereinafter referred to as "Buyer") the following warranty obligations. This document sets forth the scope, procedures, and conditions for implementing warranty obligations with respect to MEFERI-branded products that have been introduced to the market by authorized MEFERI distributors and resellers (hereinafter referred to as "Seller").

## 1. Terms and Definitions

1.1. The following terms and definitions apply to this document and all relations arising from or related hereto:

1.1.1. **Terms**– the body of this document with all annexes, amendments and additions hereto, as laid out at the Platform and available at:

<https://www.meferi.com/en/us/support-downloads/warranty/warranty-terms-and-conditions>

1.1.2. **Hardware** – the physical and mechanical components essential to the operation of MEFERI products, including embedded systems and machine-readable instructions necessary for basic functionality, excluding any separately provided software.

1.1.3. **Software** – **Software** – any MEFERI-provided machine-readable instructions, whether pre-installed on the hardware or supplied separately, used by a processor to perform specific operations essential for the functioning of MEFERI products, excluding instructions solely intended for booting the hardware during startup.

1.1.4. **Product** – any MEFERI-branded Hardware, Software, or replacement parts, including accessories and components, as defined in section 1.1.2 and 1.1.3, provided with or intended for use with MEFERI products..

1.1.5. **Buyer** – the owner and end user of the product.

1.1.6. **Seller** – an entity, either a Distributor or Reseller, officially authorized by MEFERI to distribute and sell MEFERI products, conducting wholesale and/or retail trade of products.

1.1.7. **Service Center**– an entity officially authorized by MEFERI to provide warranty and post-warranty maintenance, repair, and support services for MEFERI products.

1.1.8. **Warranty, warranty obligations** – the scope of the Seller's obligations on warranty maintenance of the products.

1.1.9. **Warranty card** – a document made by the Seller in confirmation of the Buyer's rights to warranty maintenance.

1.1.10. **Warranty maintenance** – elimination of the product's malfunction by its repair or replacement of defective elements free of charge.

1.1.11. **Platform** – the automated information systems available on the Internet at network addresses in the following domain (including subdomains): [www.meferi.com](http://www.meferi.com), including the MEFERI Partner Portal available at [www.portal.meferi.com](http://www.portal.meferi.com).

## 2. GENERAL PROVISIONS

2.1. These Terms constitutes an integral part of the sale agreement for the product.

2.2. Provisions of these Terms may be replicated in whole or in part in a warranty card. In case of discrepancies the provisions of these Terms will have the priority.

2.3. These Terms may be amended from time to time without notification of Buyers. In that case:

(a) the scope of warranty obligations with respect to products shall be defined according to version of these Terms that was actual at the time of purchase of the product by the Buyer from the Seller (such version is attached to the warranty card);

(b) the procedure of applying for the warranty maintenance shall be defined according to version of these Terms that is actual at the time of such application.

2.4. In case provisions of sale agreement or mandatory provisions of applicable law stipulate other obligations of Seller with respect to a product, these Terms shall be applied in part that does not contradicts to such provisions.

### **3. SCOPE OF WARRANTY**

3.1. The warranty obligations include diagnostics and free elimination of the product's malfunction by its repair or replacement of defective elements.

3.2. The choice of method of elimination of the malfunction (repair or replacement) shall be at the sole discretion of the Service Center. Product may be replaced in whole only if all accompanying documentation, cables, power units, attachment hardware and other accessories are in place as original set and the product as well as its packaging are in condition of the original presentation.

3.3. The warranty covers only products that were entered into the market by MEFERI authorized Sellers. The authorization status of the Seller can be verified on this page: <https://www.meferi.com/en/us/certificate-verification>

3.4. The warranty obligations with respect to the product may be confirmed only by the sources listed in cl. 4.1. of these Terms, at that, the product that must have the serial number as made by its manufacturer, for the purposes of warranty maintenance may be identified only by its serial number. Any documents that do not specify the serial number of such products, may not be used for confirmation of the warranty's existence and/or its terms including for calculation of the warranty period.

3.5. Software Warranty: Software provided with MEFERI products, whether sold directly by MEFERI or through a Seller, is licensed "as is" and is not covered by the warranty, unless otherwise stated in the Product warranty exceptions list or in a sales or license agreement between MEFERI and the Buyer.

3.6. Exclusive Remedy: The remedy provided under this warranty, specifically the repair or replacement of defective products, is the Buyer's sole and exclusive remedy for any warranty claim. This exclusive remedy is in lieu of all other remedies that may be available to the Buyer under applicable law or equity.

#### 4. WARRANTY PERIOD

4.1. The warranty period for the product shall be calculated from the day following the date of transfer of the product to the Buyer, which is indicated in:

(a) the warranty card;

(b) the document on receipt of the product by the Buyer (delivery slip, act of delivery, etc.);

(c) the Platform's database, where the warranty status can be verified at <https://www.meferi.com/en/us/support-center/warranty/serial-number-check>.

4.1.1. If it is not possible to determine the date of transfer of the product to the Buyer using the sources specified above, the warranty period shall be determined by the Platform automatically, starting from the day following the end of a one-month period after the product was shipped from MEFERI's warehouse.

4.1.2. The Seller must ensure timely and accurate registration of MEFERI products for warranty using their account on the MEFERI Partner Portal. The warranty period may also be calculated from the date of such registration by the Seller, if this date is later than the automatic activation date described in clause 4.1.1.

4.2. The standard warranty period for MEFERI products is 12 months, starting from the date described in Section 4.1.

Unless otherwise stated in the Product warranty exceptions list or in a sales agreement between MEFERI and the End-User Customer, the warranty period for MEFERI products shall be as specified above, provided the product remains unmodified and is operated under normal and proper conditions and in accordance with MEFERI published specifications.

For details on the warranty periods for specific products, accessories, and components, please refer to the Product warranty exceptions list available at this page:

<https://www.meferi.com/en/us/support-downloads/warranty/warranty-terms-and-conditions>

#### 5. WARRANTY LIMITATIONS

5.1. The warranty obligations do not include services on initial setup, installation and putting into service of products as well as routine maintenance. These operations may be performed by the Buyer itself to the extent permitted by the documentation to the product, otherwise – by Seller or Service Center as per order of the Buyer (the fee may be charged).

5.2. The warranty is not provided for:

5.2.1. the accessories of the product including listed below if the replacement thereof is intended by design and does not cause disassembling of the product and also components that are subjects to normal wear or have limited operating lifetime. Specifically, the warranty is not provided for:

- (a) connecting cables and conductors;
- (b) media of different types including compact disks with software and drivers, memory cards;
- (c) mounting facilities;
- (d) installation hardware and belting;
- (e) protective cases, glasses, films;
- (f) carrying cases and bags;
- (g) accompanying documentation;
- (h) printing units (printing heads) and components thereof;
- (j) rolls and parts of paper feeding mechanism in printers.

5.2.2. presentation and package contents of the product after the product was handed over to the Buyer;

5.3. The warranty obligations do not cover elimination of the product's malfunction caused by the following actions and circumstances:

5.3.1. acts of God (force-majeure circumstances) including but limited to earthquakes, fire accidents, flooding;

5.3.2. rough handling, intentional or negligent actions of the Buyer or third parties;

5.3.3. inconsistencies and deviations from standards of parameters of supplying, telecommunication, cable and other networks connected to the products as well as other similar external factors;

5.3.4. wrong connection;

5.3.5. actions and circumstances listed in Section 6 of these Terms.

## **6. TERMINATION OF WARRANTY**

6.1. The following actions and circumstances cause termination of warranty obligations with respect to the product:

6.1.1. expiration of warranty period;

6.1.2. the product that shall have the serial number as made by its manufacturer, can not be identified by its serial number (the number is absent or damaged to unreadable);

6.1.3. the seals, if the product was sealed, are damaged;

6.1.4. use of the product for purposes other than ones the products is designed for;

6.1.5. violation of operation rules of the product;

6.1.6. failure to meet the requirements of storage, transportation, installation and operation of the product including requirements to climate conditions (temperature, humidity);

6.1.7. failure to meet the requirements of routine maintenance (for products with mandatory routine maintenance);

6.1.8. use of incompatible equipment or software;

6.1.9. use of third parties' chargers/accessories instead of the ones that were in the product's original set;

6.1.10. Use of unconventional and/or low-quality consumables, accessories, spare parts, batteries, media.

6.1.11. Use of irregular supply voltage;

6.1.12. Failure to use voltage regulator or professional level surge protectors when the voltage of power supply is unstable;

6.1.13. Unauthorized opening/disassembling (including attempt), repair, replacement of components or maintenance of the product by the Buyer or third parties that are not MEFERI authorized service centers;

6.1.14. Changing of design of the product that was not intended by manufacturer;

6.1.15. Modification or re-arranging mechanical parts by the Buyer or third parties that are not MEFERI authorized service centers;

6.1.16. Unauthorized actions with respect to software of the product (reinstallation of the firmware or operating system);

6.1.17. The product has traces of smoke, heavy contamination, scratches on the elements optical units of readers, damaging of input (port, buffer) circuits;

6.1.18. There are foreign objects, matter, liquid, insects inside the product;

6.1.19. Any kind of mechanical damage to the product, including internal damage, irrespective of its nature, is not covered by the warranty.

ATTENTION! MEFERI's statements on drop test results is not a warranty of any kind.

6.1.20. Non-Transferability of Warranty: The warranty obligations set forth in these Terms are not transferable by the Buyer to any third party and shall only apply to the original Buyer of the product.

6.1.21. Modification or Repair by Unauthorized Parties: The warranty shall not apply to any Product that has been repaired, tampered with, altered, or modified by anyone other than MEFERI or its authorized service centers.

6.2. Limitation of Liability: MEFERI shall not be responsible for any damage to or loss of any software programs, data, or removable data storage media, nor for the restoration or reinstallation of any software programs or data. MEFERI shall not be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with any claims related to MEFERI products, including, but not limited to, loss of profits, destruction or loss of data, or diminution of goodwill.

6.3. Compliance with Local Laws: In some jurisdictions, local laws may not allow the exclusion or limitation of implied warranties, or the exclusion or

limitation of certain damages. In such cases, the exclusions and limitations set forth in these Terms shall apply to the maximum extent permitted by applicable law.

6.4. Regional Service Limitations: Certain MEFERI products may be eligible for warranty service only within specific regions as designated by MEFERI or through authorized service centers. Warranty coverage for these products will not be available outside the specified regions. Information regarding the applicable regions for warranty service is available from the Seller upon request. It is the Buyer's responsibility to obtain this information prior to purchase.

## **7. PROCEDURE**

7.1. For warranty maintenance the Buyer shall apply to the MEFERI authorized service center (the Service Center).

7.2. Information about available Service Centers in the Buyer's region can be obtained from the Seller. Additionally, general information is available at [www.meferi.com](http://www.meferi.com).

7.3. Delivery of the product to the Service Center for warranty maintenance and back shall be made by the Buyer's own efforts and expense. Exceptions apply if otherwise stipulated by the supply contract between the Seller and the Buyer, and if it aligns with MEFERI's regional service conditions.

7.4. The product handed over to a Service Center must be accompanied by documentation in accordance with the service center's application rules and procedures. Information regarding the required documentation can be obtained from the authorized service center.

7.5. The time limits of diagnostics and elimination of the product's malfunction depend on type of the product, nature of malfunction, spare parts in stock and other factors. The Buyer should clarify this information in Service Center.

## **8. END-OF-LIFE (EOL) NOTIFICATION**

8.1. MEFERI will notify the Buyer when any MEFERI-branded product is approaching its End-of-Life (EOL) status. This notification will include details such as the final production date, the availability of spare parts, warranty



services, and the timeline for operating system (OS) and security patch support.

Additionally, all relevant information regarding OS upgrades, security patch support, and spare parts availability can be found in the **End-of-Life (EOL) Product and Spare Parts Notification** document, available at <https://www.meferi.com/en/us/support-downloads/warranty/warranty-terms-and-conditions>.

Current version of the Terms from 26th of September 2024.