

WARRANTY OF PRODUCTS  
GFI INNOVATIONS, INC.

1. WARRANTY SELLER WARRANTS ONLY THAT THE PRODUCTS, INCLUDING SOFTWARE OR SERVICES SOLD HEREUNDER (A) PERFORM IN SUBSTANTIAL CONFORMANCE WITH THE DOCUMENTATION SUPPLIED WITH THEM; (B) WILL BE CONVEYED FREE AND CLEAR OF ANY LIEN, SECURITY INTEREST OR ENCUMBRANCE CREATED BY SELLER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER SELLER, AND; (C) WILL BE FREE FROM SUBSTANTIAL DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE GIVEN PROPER INSTALLATION BY AUTHORIZED INSTALLER AND GIVEN PROPER MAINTENANCE FOR THE PERIOD STATED BELOW UNLESS EXPRESSLY IDENTIFIED OTHERWISE, FROM THE DATE OF DELIVERY TO THE CARRIER. PRODUCTS ARE HEREINAFTER DEFINED AS: A) MACHINES AND THEIR COMPONENTS, AND; B) CONTROLLING SOFTWARE.

2. EXCLUSIVE REMEDY OF CLAIMS – SELLER SHALL BE GIVEN A FOURTEEN (14) DAY PERIOD TO INVESTIGATE ALL WARRANTY CLAIMS. NO PRODUCTS SHALL BE RETURNED TO SELLER UNTIL APPROVAL FOR SUCH CLAIM IS GRANTED BY SELLER. ALL RETURNS ARE SUBJECT TO THE DETAILS OF PRODUCT RETURNS AS FOUND UNDER THE THEN MOST CURRENT TERMS AND CONDITIONS DOCUMENT PROVIDED AND MADE AVAILABLE BY SELLER. SELLER SHALL TAKE ACTION TOWARD RESOLUTION OF ANY WARRANTY CLAIM WITHIN SEVEN (7) DAYS OF RECEIVING CLAIM. SELLER SHALL NOT BE RESPONSIBLE FOR COSTS INCURRED FOR THE REMOVAL OR REINSTALLATION OF EQUIPMENT RELATING TO WARRANTY CLAIMS. SHIPPING COSTS FOR APPROVED WARRANTY CLAIMS SHALL BE FREIGHT PRE-PAID BY SHIPPER IN EITHER ITS ORIGINAL PACKAGING OR PACKAGING AFFORDING AN EQUAL DEGREE OF PROTECTION. EXPEDITED SHIPPING CHARGES SHALL BECOME THE RESPONSIBILITY OF THE REQUESTING PARTY.

SELLER SHALL HAVE THE RIGHT EITHER TO REPLACE OR REPAIR ANY DEFECTIVE PRODUCTS WITH REPLACEMENTS PARTS, WHETHER NEW OR RECONDITIONED, TO REFUND THE PURCHASE PRICE UPON RETURN OF THE PRODUCTS OR TO GRANT A REASONABLE ALLOWANCE ON ACCOUNT OF SUCH DEFECTS. SELLER'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE LIMITED SOLELY TO REPLACEMENT, REPAIR, REFUND OR ALLOWANCE AS SELLER MAY ELECT.

3. EXCLUSIONS - THIS WARRANTY DOES NOT COVER DAMAGE, WHETHER CONSIDERED COSMETIC OR NOT, DUE TO ACTS OF GOD, ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, CONNECTION TO IMPROPER VOLTAGE SUPPLY, IMPROPER OPERATION, IMPROPER MAINTENANCE, IMPROPER USE RESULTING IN RECEIVING CONTAINER OVERFILLING OR MODIFICATION OF OR TO ANY PART OF THE PRODUCT BY ANY NON-GFI AUTHORIZED TECHNICIAN.

4. WARRANTY TERM AND COVERAGE BY PRODUCT TYPE

A) MACHINES - PARTS

FORMULATION DISPENSING EQUIPMENT - SIXTY (60) MONTHS PARTS WARRANTY – NOT INCLUDING WEAR PARTS IDENTIFIED BELOW AND WITHIN SAID PRODUCTS' OPERATIONS AND MAINTENANCE MANUALS.

MxR-10 VORTEX MIXER –TWELVE (12) MONTHS PARTS WARRANTY - NOT INCLUDING WEAR PARTS IDENTIFIED BELOW AND WITHIN SAID PRODUCTS' OPERATIONS AND MAINTENANCE MANUAL.

MxM-1 BLADE MIXER - (60) MONTHS PARTS WARRANTY

MxP-1 AUTOMATED PROOFER - SIXTY (60) MONTHS PARTS WARRANTY – NOT INCLUDING WEAR PARTS IDENTIFIED BELOW AND WITHIN SAID PRODUCTS' OPERATIONS AND MAINTENANCE MANUALS.

B) COMPUTER AND EQUIPMENT NOT MANUFACTURED BY SELLER-  
WARRANTY AS PROVIDED BY MANUFACTURER

C) MACHINE(S) CONTROLLING SOFTWARE -

NINETY (90) DAYS FROM THE DATE OF INSTALLATION. INCLUDES THE PHYSICAL MEDIA ON WHICH THE SOFTWARE IS FURNISHED. SELLER DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE NOR DOES IT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION. DATABASE MANAGEMENT, SOFTWARE UPDATES, UPGRADES AND GENERAL "BUG FIXES" ARE NOT COVERED UNDER

THIS WARRANTY, HOWEVER, SUCH ITEMS MAY BE MADE AVAILABLE BY SELLER UNDER DOCUMENTATION SUPPLIED FOR SUCH PURPOSES.

5. SERVICE AND SUPPORT OF PRODUCTS

MACHINES - THIRTY (30) DAYS UNLIMITED PHONE AND REMOTE DIAGNOSTIC WEB-ACCESSED SUPPORT (FROM DATE OF INSTALLATION BY CERTIFIED INSTALLER) 8AM TO 5:30PM CST FOR MECHANICAL RELATED ISSUES.

CONTROLLING SOFTWARE – THIRTY (30) DAYS UNLIMITED PHONE AND REMOTE DIAGNOSTIC WEB-ACCESSED SUPPORT (FROM DATE OF INSTALLATION BY CERTIFIED INSTALLER) 8AM TO 5:30PM CST FOR SOFTWARE RELATED ISSUES. A HIGH SPEED INTERNET CONNECTION MAY NEED TO BE MADE AVAILABLE FOR SELLER TO PROVIDE IMMEDIATE SUPPORT AND SERVICING OF EQUIPMENT..

6. TRANSFERABILITY OF WARRANTY – THIS WARRANTY, AND ALL RIGHTS OF IT, ARE FULLY TRANSFERRABLE BY PURCHASER (RESELLER) TO A THIRD PARTY (END USER). THE TERM OF THE WARRANTY IS BASED ON THE DATE OF DELIVERY TO ORIGINAL PURCHASER AND TERM SHALL NOT BE EXTENDED, WHETHER THE PRODUCTS ARE RESOLD OR IF TITLE IS TRANSFERRED. NO RESTRICTIONS FOR WARRANTY CLAIMS WILL BE MADE BY SELLER BASED ON WHO HOLDS TITLE TO PRODUCTS. IN ALL CASES, THE BENEFIT OF THIS WARRANTY IS INTENDED TO BE CONVEYED TO THE END USER OF PRODUCTS. CLAIMS AGAINST THIS WARRANTY CAN BE MADE BY EITHER THE ORIGINAL PURCHASER OR THE END-USER OF THE PRODUCTS, SUBJECT TO THE CONDITIONS CONTAINED HEREIN.

7. DISCLAIMER OF FURTHER WARRANTIES - EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) WITH RESPECT TO ITS PRODUCTS OR SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SELLER, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

8. LIMITATION OF LIABILITIES AND REMEDIES - SELLER SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. SELLER WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE. SELLER WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM ACCESS TO OR LOSS OF DATA ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE. IN NO EVENT WILL SELLER'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SALE OF PRODUCTS BY SELLER EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

9. RIGHT TO CHANGE – THIS WARRANTY AND THE INFORMATION CONTAINED WITHIN IS SUBJECT TO CHANGE WITHOUT NOTICE.

WEAR PARTS:

Mx6 INK DISPENSER	FRICTION BAR
	AIR REGULATOR FILTER
MxR-10 VORTEX MIXER	BEARING ASSEMBLY
MxP-1 PROOFER	PRINT ROLLER
	TRANSFER ROLLER

PART NUMBERS AVAILABLE IN ASSOCIATED OWNERS MANUALS.