



R-Quest, Inc. (hereinafter "R-Quest") warrants its Products to be free from defects in materials and workmanship under normal and proper usage for the period of one year from the date of shipment from R-Quest or from R-Quest's authorized, manufacturing subcontractor to an authorized R-Quest distributor or to an End-User. "End User" means that person, firm, or corporation which first uses the Product on a continuous basis in connection with its business operation. "End User" does not include any subsequent purchaser or user of the Product.

**THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE, BOTH EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

R-Quest further warrants that the goods sold are as described, but no promise, description, affirmation of fact, sample model or representation, oral or written shall be part of an order, unless set forth in these terms and conditions, or are in writing and signed by an authorized representative of R-Quest. This warranty does not apply to any Product which has been subject to misuse, negligence, accident or normal wear and tear - or to any Product which has been modified or repaired, improperly installed, altered, or disassembled -except according to R-Quest's written instructions.

**This warranty is subject to the following further conditions:**

- 1) This warranty is limited to the electronic and mechanical performance only, as expressly detailed in the Product specifications and NOT to the imbedded software, firmware or to third party software.
- 2) This warranty shall not apply to any Products which are stored, or utilized, in harsh environmental or electrical conditions outside R-Quest's written specifications.
- 3) This warranty is applicable only to Products shipped from R-Quest or from its authorized manufacturing subcontractor subsequent to June 1, 2007.
- 4) This warranty shall be valid only if the Product was purchased by the End User from an authorized R-Quest Distributor/Reseller.
- 5) Heavy use (25,000 discs/100 cartridges) may require printers or recorders to be serviced within the warranty period. Such servicing is not covered under this warranty. Parts replaced in the course of a service are warranted to be free of defects in material and workmanship for a period of ninety (90) days, or until the expiration of the original warranty (whichever is the later), and are subject to the same service interval requirements.
- 6) Removal of the R-Quest / R-Quest by R-Quest Label or Serial number from the product will void this warranty.
- 7) InkJet Printers Only: Use only the appropriate genuine HP cartridges in the FlashJet 4800 and Si1000 printers. Using, or attempting to use cartridge refills or attempting to 'bulk ink' the printers will void this warranty.

## **Purchaser's Remedies**

If a R-Quest Distributor or an End User desires to make a warranty Claim, the Distributor or End User shall, if requested by R-Quest, ship the Product to R-Quest's authorized service facility, postage or freight prepaid. R-Quest shall, at its option, take one of the following two courses of action for any Products which R-Quest determines are defective in materials or workmanship:

- 1) Repair or replace the Product and ship the Product to the End User or to the authorized R-Quest Distributor, postage or freight prepaid; or
- 2) Replace with a new product and ship the product to the End User or to the authorized R-Quest Distributor, postage or freight prepaid.

PURCHASER'S REMEDIES SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPLACEMENT OR REPAIR AS PROVIDED AND DOES NOT INCLUDE ANY LABOR COST OR REPLACEMENT AT END USER'S SITE. R-QUEST SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS WARRANTY, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM PROPERTY DAMAGE, PERSONAL INJURY OR BUSINESS INTERRUPTION.

## **Governing Law and Venue**

The sale and purchase of Products covered hereby and all terms and conditions of this Warranty shall be governed by the laws of the State California.

## **If Your Product Requires Support**

If your product requires servicing, you should first contact the place of purchase and request support. If the service request cannot be completed by the place of purchase, you should contact R-Quest directly using one of the following methods:

E-Mail: [support@r-quest.com](mailto:support@r-quest.com) , Telephone: (800) 859-6927 , Fax: (877) 839-0039

Before shipping any item to R-Quest, first obtain an RMA (Return Material Authorization) Number from R-Quest support. This number must be placed on the outside of the product packaging where it can be easily found otherwise the item will be refused and returned at the sender's expense.

All products returned to R-Quest under warranty MUST be in original R-Quest / R-Quest by R-Quest supplied packaging. If you do not have the original packaging, new packaging can be supplied for a charge. Please contact R-Quest for the cost of replacement packaging, which may vary based on the product, and your location. Your warranty will be voided if original R-Quest / R-Quest by R-Quest packaging is not used.

Within the first 30 days of warranty, R-Quest will cover the cost of shipping to the R-Quest factory via UPS Ground or other similar transportation method; otherwise you are responsible for the cost of shipping the product to R-Quest.

During the warranty period, R-Quest will cover the cost of returning the repaired product to you via UPS Ground or other similar transportation method. If you require a more urgent transportation method, upgrades can be arranged for a charge, which in all cases must be pre-paid.