

Colormagic Limited 'Ink Warranty'

We at Colormagic Ltd (Colormagic) wish you to have the confidence to know that we stand by our product. We are so confident of our product that we offer a warranty on the below terms which is over and above your statutory rights:-

1. If it is alleged that our product has a re-manufacturing or ink fault that has damaged your printer then:

(a) We will either :-

- (i) arrange for an inspection of the printer and or ink cartridge for you; or
- (ii) talk through a range of options with you over the telephone.

(b) If our inspector or agent indicates that our products have caused damage to your printer or alternatively if we are satisfied that our ink cartridges have a re-manufacturing or ink fault then:

(i) We will pay for replacement parts.

(ii) We will also pay for either :-

(a) labour expenses incurred by our technicians and the cost of parts; or

(b) the labour expenses of your technicians provided that Colormagic have given prior written consent to paying for your technician and also the cost of installing of parts.

(iii) We will also pay for any associated costs such as travel and accommodation but this must be agreed in writing with us prior to these costs being incurred.

(iv) Please also refer to our standard terms of conditions that show how we replace ink cartridges.

2. Below are the conditions associated with the warranty and the warranty shall not apply if the conditions are not complied with :-

(a) The owner or user of the printing machine must immediately cease operating the machine at the time if the machine or ink cartridges becomes defective. It is agreed between the parties that if the owner and/or the user does not immediately cease operating the machine once it is clear that the machine or ink cartridge is defective that this will invalidate this warranty.

(b) This warranty is only valid if the inks were stored at the correct temperature, humidity and environment.

- (c) This warranty is only valid if the inks were correctly installed and that the correct ink cartridge was installed in the printer.
- (d) The warranty only applies if the damage was caused as a result of a re-manufacturing or design defect in our product.
- (e) The warranty only applies if :-
 - (i) The printer was installed in accordance with manufacturer guidelines;
 - (ii) The printer was located in a reasonable and appropriate place;
 - (iii) The printer was properly maintained in accordance with the manufacturers guidelines;
 - (iv) The printer was correctly and properly serviced at the correct time; and if
 - (v) the machine was regularly and properly repaired and maintained.
PROVIDED THAT if the machine was working prior to our ink cartridge being placed in the machine we will replace or clear the air pressure system or ink tubes if they are blocked.
- (f) The owner must inform Colormagic or their dealer/distributor by email as soon as reasonably practical of any alleged problem with the ink or ink cartridge and the owner agrees to respond to any emails from Colormagic within a reasonable time period.
- (g) Colormagic may determine the type of part and the source of the part that they use to replace any damaged part.
- (h) Colormagic ink must not be mixed with any other ink from other companies other than OEM ink. If Colormagic ink is mixed with any other ink, other than OEM, then this will negate the warranty as the ink is not designed to be mixed with any other ink other than OEM or colormagic inks.
- (i) The machine must not have been exhibiting problems or difficulties prior to the use of Colormagic products. If the printer was exhibiting problems then this invalidates the warranty.
- (j) The warranty is invalidated if the owner or users refuse to allow a reasonable opportunity to inspect the machine or cartridge or if the owner or user does not allow us the time to technically support the issue over the phone.
- (k) The warranty does not apply to fair wear and tear, wilful damage, negligence or abnormal working conditions.

- (l) The warranty does not apply if there has been any interference with the normal running of the ink cartridges.
3. The warranty only applies for ink cartridges that are used before the use by date. After the use by date the ink cartridges should not be used. It is incumbent on the customer to check the use by date before use.
 4. If the owner wishes to claim under the warranty then :-
 - (a) The owner has to inform Colormagic or there dealer/distributor of which type of ink cartridge was being utilised and the invoice number and batch number of the ink cartridge.
 - (b) The owner has to inform Colormagic or their dealer/distributor of the type of machine that the ink cartridge was used on.
 - (c) The owner must undertake 2 nozzle check patterns and provide Colormagic or there dealer/distributor with one of the original check patterns
 - (d) The owner must provide their name and address and telephone numbers and an individuals contact details
 - (e) The owner must contact Colormagic or their dealer/distributor to arrange for collection of the ink cartridge.
 5. The following definitions shall apply in this warranty :-

OEM	-	Shall mean Original Equipment Manufacturer.
OWNER	-	Shall mean the owner of the printer allegedly damaged.
USER	-	Shall mean the user of the printer allegedly damaged and shall cover circumstances in which the printer is owned by a Hire Purchase or Finance Company and utilised by a company controlling the possession of the printer.
COLORMAGIC	-	Shall mean Colormagic Ltd.
DEALER/DISTRIBUTOR		Shall mean any dealer or distributor holding the written permission of Colormagic to deal with this warranty.