



**CITRONIX LIMITED WARRANTY
EFFECTIVE OCTOBER 2007 – REVISION 1.02**

Citronix warrants that the Products sold under this Agreement, for a period of 730 days beginning either on the sixtieth (60th) day after the date of delivery of the product or on the date of installation by Citronix or Original Purchaser, whichever occurs first, under normal use and service and when utilized in accordance with Citronix's Technical Information as set forth in Operator Manuals, Technical Manuals, and/or Technical Bulletins, will be free from defects in materials and workmanship.

Citronix will, without charge, and within a reasonable time frame, depending on prevailing lead times, repair or replace, at its option, the Product or part (normal wear and tear excluded), if the Product or part is determined to have been defective within the warranty period and has been returned to Citronix's facility in Fort Worth, Texas (or to such other Citronix repair facility as may be designated by Citronix) freight prepaid, F.O.B. factory of origin, provided the Product or part has not been damaged, repaired or maintained by Original Purchaser or others in a manner which Citronix reasonably determines to have adversely affected its performance or reliability.

Warranty claims hereunder must be made promptly in writing, stating the nature and date of the failure, the Product serial number, if applicable, the source and specification of ink used in the Product, if applicable, and must be received by Citronix within the applicable warranty period and within thirty (30) days of the first occurrence of the defect or failure. Notification by facsimile or e-mail is an acceptable form of notification for those failures that occur during the later stages of the warranty period.

The above warranty extends solely to Original Purchaser and all warranty claims must be made by Original Purchaser and not by subsequent end users, customers, purchasers, or others. Repair or replacement of parts or Citronix products shall neither extend nor decrease the original warranty period.

Citronix's liability is limited to, and the sole and exclusive remedy for any breach of warranty shall be, the repair or replacement of the defective Products or part and shall not include any labor related to the subsequent installation thereof. Products or parts required or replaced by Citronix will be shipped to Original Purchaser F.O.B. destination, freight prepaid via United Parcel Service ("UPS") or other suitable means of delivery. If Original Purchaser requests overnight or special delivery, it shall be at Original Purchaser's expense.

CITRONIX'S WARRANTY DOES NOT COVER A DEFECT IN A PRODUCT OR PART WHICH CITRONIX DETERMINES TO HAVE RESULTED FROM AN IMPROPER USE OR APPLICATION OF THE PRODUCT OR PART. CITRONIX'S WARRANTY DOES NOT COVER PRODUCTS THAT HAVE BEEN DAMAGED, SUBJECTED TO EXCESSIVE DUTY CYCLE, MISUSE OR ABNORMAL OPERATION, OR THAT HAVE BEEN IMPROPERLY INSTALLED OR MAINTAINED BY ORIGINAL PURCHASER OR OTHERS, OR DAMAGE TO PRODUCTS CAUSED BY THE USE OF INK THAT DOES NOT MEET CITRONIX INK SPECIFICATIONS. IN NO EVENT WILL CITRONIX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF BREACH OF THIS WARRANTY.

CITRONIX WARRANTY FOR THE HEAVY PIGMENT PUMP HEAD IS 365 DAYS.

THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY, AND CITRONIX SHALL NOT BE LIABLE FOR ANY OF ORIGINAL PURCHASER'S OR ANY OTHER PERSON'S OR ENTITY'S LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR LOSS OF DATA, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF CITRONIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO CASE WILL CITRONIX BE LIABLE FOR ANY ORAL REPRESENTATION OR WARRANTY ALLEGED TO HAVE BEEN MADE BY A CITRONIX EMPLOYEE, REPRESENTATIVE, OR AGENT.