



WARRANTY POLICY

For the purpose of this Warranty Policy “Esko” refers to Esko-Graphics BV or the local “Esko” branded affiliate having fulfilled Your order, as the case may be. “You” refers to the person or legal entity appearing on the order documents as Esko’s customer.

1. Esko hardware warranty. Applicable during the Warranty Period set forth below, Esko warrants that Esko hardware including the embedded operating and controlling software (jointly the “Equipment”), as well as spare parts and consumables for use in combination with the same, if purchased from Esko, are free from defects in design, materials and workmanship, and conform to their published specifications and to any further specifications specifically agreed upon as part of the order documents (jointly are free from “Defects”). The warranty described herein pertains to Defects that exist at the time of delivery and notified to Esko in writing within the Warranty Period or within ten (10) days from discovery, whichever expires first. Unless a different Warranty Period is specified by the order documents, and except for Wear Parts and Consumables, the applicable Warranty Period is twelve (12) months for “AVT” branded hardware (except for upgrades to “AVT” branded hardware), and six (6) months for all other Esko hardware. The Warranty Period for upgrades to “AVT” branded hardware and for Wear Parts (identified as such per the documentation) is six (6) months. Consumables are warranted on delivery. The Warranty Period starts from installation of the Equipment or spare part, or ninety (90) days from shipment, whichever occurs first.

2. Third party equipment/Sales through Esko channel partners. In relation to third party equipment resold by Esko, Esko will pass through any transferrable manufacturer warranty. Esko hardware, parts or consumables procured through an authorized Esko channel partner (i.e. an Esko dealer or distributor) are warranted per the terms set forth in the order documents between You and such channel partner. No additional warranty is provided for.

3. Esko Software warranty. Warranty on software separately licensed is per the terms set forth by the applicable end-user license agreement.

4. Lifetime Promise. In relation to any Equipment purchased from Esko, Esko commits to provide, on a free of charge basis, for limited phone support in view of questions pertaining to Defects and/or the operation of the Equipment (such free-of-charge phone support does not include remote diagnostics or repairs);

5. Warranty Services. The warranty set forth herein covers, at Esko’s discretion, either free of charge repair or replacement of the Equipment, the individual parts or consumables that Esko confirms to be Defective, and includes all associated costs for materials, labor and standard shipping. Onsite warranty services are available between 9:00am and 5:00pm local time, excluding weekends and Esko local holidays. Replacement parts may be new or refurbished, and replaced Equipment may contain refurbished parts, but will be equivalent to new in performance. Replacement Equipment, parts and consumables are warranted for the remainder of the term of the original warranty of the Defective Equipment, parts or consumables. Equipment, parts and consumables replaced under warranty will become Esko’s property and are to be promptly returned to Esko.

6. Failure to Repair. If Esko is unable after a reasonable number of attempts to bring the affected Equipment, parts or consumables into conformity with the warranty set forth herein, You may return the affected Equipment, parts or consumables to Esko for a refund of the purchase price paid in relation to the same, or keep the same on an “AS IS” basis at conditions to be mutually agreed upon at such time.

7. Exceptions. The warranty set forth herein does not cover Defects resulting from: (i) accident, Your or any third party’s intentional acts, or use which is not in accordance with Esko’s recommendations, accompanying documentation, published specifications, or standard industry practice; (ii) force majeure events; (iii) failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to Esko’s accompanying documentation or published specifications; (iv) failure to follow the maintenance procedures as described in Esko’s accompanying documentation or published specifications; (v) repair or service by anyone other than Esko or its authorized service partners; (vi) the warranted products or any part thereof, being used, or coming into contact, with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by Esko; (vii) any attachments or modifications made to the warranted products not manufactured, distributed or approved by Esko; or (viii) normal wear and tear. This Warranty Policy is only to Your benefit, excluding any third parties.

8. Warranty Disclaimer. SECTIONS 5 THROUGH 7 DESCRIBE ESKO’S SOLE OBLIGATIONS AND YOUR EXCLUSIVE REMEDIES PERTAINING TO ANY BREACH OF WARRANTY. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. Limitation of Liability. IN NO EVENT WILL ESKO BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR LOSS OF ANY OTHER ECONOMICAL ADVANTAGE ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY POLICY. IN NO EVENT WILL ESKO’S LIABILITY, REGARDLESS OF LEGAL THEORY AND FOR ALL CLAIMS IN AGGREGATE ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY POLICY, EXCEED THE PRICE PAID FOR THE EQUIPMENT, PARTS OR CONSUMABLES GIVING RISE TO THE CLAIM. THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL HOWEVER NOT APPLY IN CASE OF WILLFUL INTENT, OR TO THE EXTENT THAT SUCH EXCLUSIONS OR LIMITATIONS ARE NOT PERMITTED BY LAW.

10. Applicable law and venue. This warranty policy shall be governed and construed in accordance with the laws of the country, state or other geographical designation where Esko is located, without reference to its conflicts of law principles. The United Nations Convention on the International Sale of Goods will not apply. Each party consents, on an exclusive basis, to the jurisdiction of the courts where Esko is located, to hear and decide upon any conflict and litigation arising from this warranty policy, the interpretation, performance and breach thereof.