

STATEMENT OF LIMITED WARRANTY FOR LEXMARK LASER PRINTERS, LEXMARK LED PRINTERS, AND LEXMARK MULTIFUNCTION LASER PRINTERS

Lexmark International, Inc., Lexington, KY

This limited warranty applies to the United States and Canada. For customers outside the U.S., refer to the country-specific warranty information that came with your product.

This limited warranty applies to this product only if it was originally purchased for your use, and not for resale, from Lexmark or a Lexmark Remarketer, referred to in this statement as "Remarketer."

Limited warranty

Lexmark warrants that this product:

- Is manufactured from new parts, or new and serviceable used parts, which perform like new parts
- Is, during normal use, free from defects in material and workmanship

If this product does not function as warranted during the warranty period, contact a Remarketer or Lexmark for repair or replacement (at Lexmark's option).

If this product is a feature or option, this statement applies only when that feature or option is used with the product for which it was intended. To obtain warranty service, you may be required to present the feature or option with the product.

If you transfer this product to another user, warranty service under the terms of this statement is available to that user for the remainder of the warranty period. You should transfer proof of original purchase and this statement to that user.

Limited warranty service

The warranty period starts on the date of original purchase as shown on the purchase receipt and ends 12 months later provided that the warranty period for any supplies and for any maintenance items included with the printer shall end earlier if it, or its original contents, are substantially used up, depleted, or consumed. Fuser Units, Transfer/Transport Units, Paper Feed items, if any, and any other items for which a Maintenance Kit is available are substantially consumed when the printer displays a "Life Warning" or "Scheduled Maintenance" message for such item.

To obtain warranty service you may be required to present proof of original purchase. You may be required to deliver your product to the Remarketer or Lexmark, or ship it prepaid and suitably packaged to a Lexmark designated location. You are responsible for loss of, or damage to, a product in transit to the Remarketer or the Lexmark designated location.

When warranty service involves the exchange of a product or part, the item replaced becomes the property of the Remarketer or Lexmark. The replacement may be a new or repaired item.

The replacement item assumes the remaining warranty period of the original product.

Replacement is not available to you if the product you present for exchange is defaced, altered, in need of a repair not included in warranty service, damaged beyond repair, or if the product is not free of all legal obligations, restrictions, liens, and encumbrances.

As part of your warranty service and/or replacement, Lexmark may update the firmware in your printer to the latest version. Firmware updates may modify printer settings and cause counterfeit and/or unauthorized products, supplies, parts, materials (such as toners and inks), software, or interfaces to stop working. Authorized use of genuine Lexmark products will not be impacted.

Before you present this product for warranty service, remove all print cartridges, programs, data, and removable storage media (unless directed otherwise by Lexmark).

For further explanation of your warranty alternatives and the nearest Lexmark authorized servicer in your area contact Lexmark on the World Wide Web.

Remote technical support is provided for this product throughout its warranty period. For products no longer covered by a Lexmark warranty, technical support may not be available or only be available for a fee.

Extent of limited warranty

Lexmark does not warrant uninterrupted or error-free operation of any product or the durability or longevity of prints produced by any product.

Warranty service does not include repair of failures caused by:

- Modification or unauthorized attachments
- Accidents, misuse, abuse or use inconsistent with Lexmark user's guides, manuals, instructions or guidance
- Unsuitable physical or operating environment
- Maintenance by anyone other than Lexmark or a Lexmark authorized servicer
- Operation of a product beyond the limit of its duty cycle
- Use of printing media outside of Lexmark specifications
- Refurbishment, repair, refilling or remanufacture by a third party of products, supplies or parts
- Products, supplies, parts, materials (such as toners and inks), software, or interfaces not furnished by Lexmark

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LEXMARK NOR ITS THIRD PARTY SUPPLIERS OR REMARKETERS MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. ANY WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD. ALL INFORMATION, SPECIFICATIONS, PRICES, AND SERVICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

Limitation of liability

Your sole remedy under this limited warranty is set forth in this document. For any claim concerning performance or nonperformance of Lexmark or a Remarketer for this product under this limited warranty, you may recover actual damages up to the limit set forth in the following paragraph.

Lexmark's liability for actual damages from any cause whatsoever will be limited to the amount you paid for the product that caused the damages. This limitation of liability will not apply to claims by you for bodily injury or damage to real property or tangible personal property for which Lexmark is legally liable. **IN NO EVENT WILL LEXMARK BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGE, OR OTHER ECONOMIC OR CONSEQUENTIAL DAMAGES.** This is true even if you advise Lexmark or a Remarketer of the possibility of such damages. Lexmark is not liable for any claim by you based on a third party claim.

This limitation of remedies also applies to claims against any Suppliers and Remarketers of Lexmark. Lexmark's and its Suppliers' and Remarketers' limitations of remedies are not cumulative. Such Suppliers and Remarketers are intended beneficiaries of this limitation.

Additional rights

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions contained above may not apply to you.

This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state.

Patent acknowledgment

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for Elliptic Curve Cryptography (ECC) Cipher Suites for Transport Layer Security (TLS) implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for TLS Elliptic Curve Cipher Suites with SHA-256/382 and AES Galois Counter Mode (GCM) implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for TLS Suite B Profile for Transport Layer Security (TLS) implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for Addition of the Camellia Cipher Suites to Transport Layer Security (TLS) implemented in the product or service.

The use of certain patents in this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for AES-CCM ECC Cipher Suites for TLS implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for IKE and IKEv2 Authentication Using the Elliptic Curve Digital Signature Algorithm (ECDSA) implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for Suite B Cryptographic Suites for IPsec implemented in the product or service.

The use of this product or service is subject to the reasonable, non-discriminatory terms in the Intellectual Property Rights (IPR) Disclosure of Certicom Corp. at the IETF for Algorithms for Internet Key Exchange version 1 (IKEv1) implemented in the product or service.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.