KYOCERA Document Solutions (U.K.) Limited

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kyoceradocumentsolutions.co.uk

TERMS AND CONDITIONS FOR KYOCERA WARRANTY ("Terms") PROVIDED BY KYOCERA Document Solutions (U.K.) Limited ("Us", "We", "Our") to the Customer ("You" "Your")

1. ENTITLEMENT TO SUPPORT

1.1. In these terms, "KYOCERA Warranty" refers to our Standard Support Warranty and extended warranty hereinafter referred to as KYOCERA Life.

1.2. In these Terms "Products" refers to KYOCERA products covered on the warranty which includes; printers, copiers and multi-function devices.

1.3. Products are supplied with a free two years or maximum page life (whichever is earlier) manufacturer's Standard Support Warranty except on selected Products which have a one-year warranty. Standard Support Warranty is provided on either an exchange, return to base or on-site basis as per the Product type. Standard Support Warranty is subject to proof of purchase and/or the registration of the Product by you.

1.4. Details of the Standard Support Warranty applicable to your Product can be found in Appendix A of this document.

1.5. Standard Support Warranty includes all options and accessories registered with the Product (excluding software and consumables such as paper, feeder rollers, compatible toners and staples)

1.6. You must register your Product(s) to be entitled to claim your Standard Support Warranty. You can register your Product(s) in the Support, Warranties section of the KYOCERA document solutions UK website.

1.7. You must fully comply with the Product(s) operating and installation manuals ("User Manual(s)"). These contain important information on how to install and operate the Products and include warnings, guidance and prohibitions. We reserve the right to terminate or suspend the Standard Support Warranty where you do not comply with the User Manual(s) in respect of the Product(s).

1.8. The Standard Support Warranty shall only apply to Products kept in mainland Britain, the Republic of Ireland, Northern Ireland, Isle of Man and Channel Islands and you must not move or remove the Product(s) outside these Territories.

1.9. We will offer and you agree to purchase extended warranty and/or upgrade your warranty where You require additional support outside your Standard Support Warranty.

2. SUPPORT PACKAGE

2.1. Our Standard Support Warranty includes: (i) Return to base support; (ii) On-site support attendance within 48hrs and/or (iii) On-site exchange (not available in Northern Ireland or Republic of Ireland) as indicated on the warranty registration form. Where we provide service on-site an engineer will visit the premise address you provide to us upon registration. You must inform us in writing if you change your address. Where we provide service on a "Return to base" you shall be responsible for the cost of returning Product to us for repair. Once the Standard Support Warranty has expired, all service will be charged on a parts and labour basis and must be agreed in writing before an on-site service call is attended.

2.2. All maintenance kits must be fitted and registered by a Kyocera trained engineer. Once the maximum page life for the Product is reached the Standard Support Warranty will cease. For further details on Maintenance Kits and maximum page life please refer to the datasheet for your Product or contact KYOCERA Support desk on 0330 128 9220 (+44 330 128 9220 from Republic of Ireland).

2.3. Some of the Product(s) have an additional guarantee on long-life units, which may include the drum and developer or the process unit (for colour units this includes the drums & developers plus the transfer belt and fuser unit) depending on the Product. The Standard Support Warranty covers the cost of the long-life units for the Product's maximum page life or three years from the date of purchase of the Product whichever is reached first. Please refer to the datasheet for your Product for information on the long-life unit guarantee. The additional warranty given on long-life units applies to long-life units only and does not include call out and labour charges once outside of the Standard Support Warranty period. Once the Standard Support Warranty has expired for the long-life units, all service is charged on a parts and labour basis and must be agreed in writing before an on-site service call is attended.

2.4. KYOCERA LIFE

A. Optional KYOCERA Life support contracts are available to extend or upgrade the period of your Standard Support Warranty up to three years in total. If you wish to purchase a KYOCERA Life extended warranty support package, you must purchase this within twelve months of the original purchase date of the Product.

The KYOCERA Life cover will commence from the Product purchase date. To purchase a KYOCERA Life, your Product must be; (i) in good working order (ii) be within the stated maximum page life and; (iv) any existing Standard Support Warranty for the Product should not have lapsed.

B. In order to be entitled to the support provided under an optional KYOCERA Life package, you must have registered the Product(s) serial number online via Our Website. KYOCERA Life support include all registered KYOCERA options and accessories installed on the registered Product(s).

C. For more information and to purchase a KYOCERA Life package please contact your reseller.

3. SUPPORT FEATURES

3.1. You should telephone Our Support Desk on 0330 128 9220 (+44 330 128 9220 from Republic of Ireland) in the event of a defect in a Product and provide; (i) your name or your business name; (ii) contact name; (iii) email address and phone number; (iv) Product serial number, page count of the Product and; (v) details of the Product fault. Support Desk should only be called following the successful warranty registration of your Product.

3.2. We will first (at our sole discretion) attempt to diagnose and resolve the problem remotely over the telephone. If we are unable to resolve the problem over the telephone, we will provide you with either a "Return to Base", "On-Site" or "Product Exchange". The service will depend on your support package.

3.3. Our Standard Support Warranty is within 48 hours or a 10-working day return to base depending on the Product. We will use all reasonable endeavours to respond and time of support shall not be of the essence.

3.4. Our Support Desk shall respond to the warranty calls between 08:30hrs and 18:00hrs Monday to Friday, excluding public, statutory or bank holidays.

3.5. For all Return to Base" support; (i) We will provide you with a return number, packing instructions and an address for returning the Product to us. We reserve the right to refuse delivery of the Product and refuse to provide Support where the Product delivered doesn’t comply with our packaging instructions; (ii) We will inspect the Product and if the defect is due to a manufacturing defect we will repair the Product or replace the Product; (iii) If the defect is not a manufacturing defect we will inform you of the cost of repair and the timescales involved and we will not replace or repair the Product until we receive confirmation from you within 10 working days; (iv) You are responsible for all

shipping or postage charges for returning Products to us. We will pay for the return of the Product only where the defect is due to a manufacturer's fault.

3.6. For all On-Site; (i) If the call cannot be resolved over the telephone or with a user installable part, then our engineer will attend at your premises depending on your Support package to attempt to repair the Product; (ii) If you call to report a defect before 12pm same day, then we will use reasonable endeavours to attend to the call within 48 hours; (iii) we will use all reasonable endeavours to respond within eight hours for all KYOCERA Life support packages; (vi) Eight hour response service will not apply to Products located in the Republic of Ireland. For more information on same day response time, please contact our Support Desk on; 0330 128 9220 (+44 330 128 9220 from Republic of Ireland); (v) If we are unable to provide any on-site support due to your failure to make the Product available to us or our sub-contractors, then you will reimburse us or our sub-contractors for the costs incurred for the attempted repair; (iv) If we do not consider the defect to be covered under the warranty, we will inform you (by quotation) of the likely cost of repair and the timescales involved and only proceed with repair once we have had your written consent.

4. PRODUCT EXCHANGE

4.1. Your Product will qualify for a KYOCERA Life Product exchange package only if; (i) you are the owner; (ii) the Product is leased, and the finance company has agreed to the KYOCERA Life contract. You will not be entitled to a Product Exchange if your Product has any form of permanent marking, or the Product is located in the Republic of Ireland or Northern Ireland.

4.2. We will provide you with a replacement Product that has the same or better specification than the defective Product and which has similar page count only if the defect on the Product is covered by the Warranty.

4.3. If you fail to provide us with access to your premises or with the facilities to enable us to carry out our obligations under the Support package, then we will be entitled to charge you the time and cost of travel to your premises.

5. EXCLUSIONS

5.1. Unless agreed in writing by us, the Standard Support Warranty and Kyocera Life will not include:

(i) failure to clean and maintain the Product in accordance with the User Manual;

(ii) paper jams except those paper jams caused by a proven manufacturing defect;

(iii) any upgrades in control logic software embedded inside the Product which become available, even if the upgrade would enhance the Product (All software upgrades are chargeable);

(iv) installation of Consumables or maintenance kits at the manufacturer's recommended intervals;

(v) replacement of Consumables due to your failure to comply with the User Manual and/or or breach of Our terms on use of the Product;

(vi) repair caused by connection of fitting and/or accessories not approved by us to the Product;

(vii) your failure to comply with the Product User Manual

(viii) installation of maintenance kits by third parties who are not our authorised service partners;

(ix) loss of data or damage of data;

(x) to repair and/or correct errors in any non-Kyocera proprietary software or other software not provided by us;

(xi) damage to the Product caused by use of maintenance kits, spare parts and/or any other items (including toners) which are not approved by us.

(xii) damage caused to the Product by the use of any connectivity or other options, accessories or products of a third party which are not approved by us;

(xiii) errors caused by a network or due to you attaching the Product to a network not approved by us or have made changes to your operating or network systems.

(xiv) damage caused by external causes outside our control which shall include but not limited to Force Majeure Events;

(xv) any damage to, or modification to the Product and/or Software by third party company or person other than our authorised representative.

5.2. Any repair or replacement of the Product due to any of the damages set in clause 5.1 above shall be chargeable and conducted under our own discretion. Charges for all repairs under clause 5.1 shall be at our current repair and replacement rates or at the current rates of our sub-contractors.

6. LIMITATIONS OF LIABILITY

6.1. Nothing in these Terms shall limits or have the effect of restricting or excluding our liability in respect of; (i) death or personal injury caused by our negligence; (ii) fraud or false misrepresentation (iii) direct damage to your property cause by proven negligence of Us.

6.2. We will not be liable for loss of;(i) profit (actual or anticipated) (ii) loss of use of Products or their functionality; (iii) loss of business and any other business related loss including loss of contracts; (iv) indirect or consequential losses of any nature whatsoever which you may suffer and; (v) loss of recordable media or data.

6.3. Nothing in these terms affects your statutory rights to the extent permitted by law.

7. TERMINATION

7.1. We may end the Kyocera Warranty at any time by giving you notice if:

(i) You fail to pay any amount due to us on the due date and such amounts remain unpaid within 7 working days after We have sent notification to you that the payment is overdue;

(ii) You are a company and you pass a resolution for winding-up or the court makes an order to that effect or being a partnership you are dissolved or being an individual you are made bankrupt or die or if you (whether a company or not) shall cease to carry on business or threaten to do so or become or are declared insolvent or convene a meeting of or make or propose to make any arrangement or composition with your creditors or if a liquidator, receiver, administrator, trustee or other similar office is appointed in respect of any of your assets;

(iii) You remove or permit the Product to be moved from its original location without our prior written consent

(iv) You assign any of your rights under these terms to a third party or any person without our prior written consent and;

(v) You sell or otherwise part with possession of or control over the Product;

7.2. Termination or expiry of the Kyocera Warranty will not affect any of our accrued rights at any time up to the date of termination.

8. GENERAL

8.1. Any replacement part(s) to the Product is our property and shall not give you an extension of the Kyocera Warranty under these terms.

8.2. We reserve the right to amend these terms and conditions at any time without prior written notice from you.

8.3. All notices shall be given in writing and delivered to the registered address of each party, (or to such other address as either party may notify to the other during the warranty period) notice shall be deemed delivered on that day if; (i) delivered during normal business hours on a business day or (ii) if outside business hours on the next business day; if sent by prepaid post first class mail the notice will deemed served two days after the date of posting.

8.4. You irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute (including non-contractual disputes or claims) or claim that arises out of or in connection with this Agreement or its subject matter or formation.

8.5. Should any provisions of this Agreement be held by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.

8.6. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives)

8.7. We shall not be liable for any failure or delay in performing our obligations due to a Force Majeure Event. Force Majeure Event means an event beyond the reasonable control of KYOCERA, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable. These shall include but not be limited to; strikes or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, breakdown of plant or machinery, explosions, collapse of building structures, fires, theft, floods, storms, or similar events.

8.8. You shall not assign your rights or delegate your obligations under this Agreement without our prior written consent.

8.9. We may disclose your personal details and your personal information within Our Group companies and Subsidiary company or our subcontractors for the purposes of performing our responsibilities hereunder. We will comply with all relevant Data Protection Laws when processing personal data and providing Services to you for fulfilling our obligations under this Agreement.

8.10. Data Protection Laws: means as applicable and binding on You and Us; (a) in the United Kingdom (i) UK GDPR and the Data Protection Act 1998 and any additional legislation the United Kingdom Government introduces in relationship to Data Protection and/or (b) in the Republic of Ireland being a member state of the European Union: the Directive 95/46/EC (Data Protection Directive) or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

8.11. We may assign the burden as well as the benefit of these Terms and may carry out any of our obligations under these Terms by the use of sub-contractors or agents.

8.12. Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between you and us.

Appendix A

Printers

Model	Standard Warranty	Status	Item Code	KYOCERA Life³ Warranty Extension Pack
PA2001w	1 Year Return to Base	Discontinued	N/A	N/A
FS-1061DN	1 Year Return to Base	Discontinued	N/A	
ECOSYS PA3500x	2 Year Return to Base	Current	870W3001CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS PA3500wx				
ECOSYS P2235dn	2 Year Return to Base	Discontinued	870W3001CSA	
ECOSYS P2235dw				
ECOSYS PA4000x	2 Year Return to Base	Current	870W3002CSA	
ECOSYS PA4000wx				
ECOSYS P2040dn	2 Year Return to Base	Discontinued	870W3002CSA	
ECOSYS P2040dw				
ECOSYS PA4500x	2 Year Exchange	Current	870W3003CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS P3145dn	2 Year Exchange	Discontinued	870W3003CSA	
ECOSYS PA5000x	2 Year Next day, On-Site	Current	870W3004CSA	
ECOSYS P3150dn	2 Year Next day, On-Site	Discontinued	870W3004CSA	
ECOSYS PA5500x	2 Year Next day, On-Site	Current	870W3005CSA	
ECOSYS P3155dn	2 Year Next day, On-Site	Discontinued	870W3005CSA	
ECOSYS PA6000x	2 Year Next day, On-Site	Current	870W3006CSA	
ECOSYS P3260dn	2 Year Next day, On-Site	Discontinued	870W3006CSA	
ECOSYS P4140dn	2 Year Next day, On-Site	Current	870W3007CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS P4060dn	2 Year Next day, On-Site	Current	870W3008CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS PA2101cx	2 Year Next day, On-Site	Current	870W3009CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS PA2101cwx				
ECOSYS PA2100cx	2 Year Next day, On-Site	Discontinued	870W3009CSA	
ECOSYS PA2100cwx				
ECOSYS P5021cdn	2 Year Next day, On-Site	Discontinued	870W3009CSA	
ECOSYS P5021cdw				
ECOSYS PA2600cx	2 Year Next day, On-Site	Current	870W3010CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS PA2600cwx				
ECOSYS P5026cdn	2 Year Next day, On-Site	Discontinued	870W3010CSA	
ECOSYS P5026cdw				
ECOSYS PA3500	2 Year Next day, On-Site	Current	870W3011CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS P6230cdn	2 Year Next day, On-Site	Discontinued	870W3011CSA	
ECOSYS PA4000cx	2 Year Next day, On-Site	Current	870W3012CSA	
ECOSYS P6235cdn	2 Year Next day, On-Site	Discontinued	870W3012CSA	
ECOSYS PA4500cx	2 Year Next day, On-Site	Current	870W3013CSA	
ECOSYS P7240cdn	2 Year Next day, On-Site	Discontinued	870W3013CSA	
ECOSYS P8060cdn	2 Year Next day, On-Site	Current	870W3014CSA	1 Year Next Day On-Site Warranty Extension Pack

MFPs

Model	Standard Warranty	Status	Item Code	KYOCERA Life³ Warranty Extension Pack
MA2001w	1 Year Return to Base	Discontinued	N/A	N/A
FS-1325MFP	1 Year Return to Base	Discontinued	N/A	
ECOSYS MA3500x	2 Year Next day, On-Site	Current	870W3015CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS MA3500fx				
ECOSYS MA3501wfx				
ECOSYS M2135dn	2 Year Next day, On-Site	Discontinued	870W3015CSA	
ECOSYS M2635dn				
ECOSYS M2735dw				
ECOSYS MA4000x	2 Year Next day, On-Site	Current	870W3016CSA	
ECOSYS MA4000fx				
ECOSYS MA4000wifx				
ECOSYS M2040dn	2 Year Next day, On-Site	Discontinued	870W3016CSA	
ECOSYS M2540dn				
ECOSYS M2640idw				
ECOSYS MA4500x	2 Year Next day, On-Site	Current	870W3017CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS MA4500fx				
ECOSYS M3145dn	2 Year Next day, On-Site	Discontinued	870W3017CSA	
ECOSYS M3645dn				
ECOSYS MA4500ix	2 Year Next day, On-Site	Current	870W3018CSA	
ECOSYS MA4500ifx				
ECOSYS M3145idn	2 Year Next day, On-Site	Discontinued	870W3018CSA	
ECOSYS M3645idn				
ECOSYS MA5500ifx	2 Year Next day, On-Site	Current	870W3019CSA	
ECOSYS M3655idn	2 Year Next day, On-Site	Discontinued	870W3019CSA	
ECOSYS M3655idn/A				
ECOSYS MA6000ifx	2 Year Next day, On-Site	Current	870W3020CSA	
ECOSYS M3860idn	2 Year Next day, On-Site	Discontinued	870W3020CSA	
ECOSYS M3860idnf	2 Year Next day, On-Site	Discontinued	870W3020CSA	
ECOSYS M4125idn	2 Year Next day, On-Site	Current	870W3021CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS M4132idn				
ECOSYS MA2101cfx	2 Year Next day, On-Site	Current	870W3022CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS MA2101cwfx				
ECOSYS MA2100cfx	2 Year Next day, On-Site	Discontinued	870W3022CSA	
ECOSYS MA2100cwfx				
ECOSYS M5521cdn	2 Year Next day, On-Site	Discontinued	870W3022CSA	
ECOSYS M5521cdw				
ECOSYS MA2600cfx	2 Year Next day, On-Site	Current	870W3023CSA	
ECOSYS MA2600cwfx				
ECOSYS M5526cdn	2 Year Next day, On-Site	Discontinued	870W3023CSA	
ECOSYS M5526cdw				
ECOSYS M5526cdn/A	2 Year Next day, On-Site	Discontinued	870W3023CSA	
ECOSYS M5526cdw/A				
ECOSYS MA3500cix	2 Year Next day, On-Site	Current	870W3024CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS MA3500cifx				
ECOSYS M6230cidn	2 Year Next day, On-Site	Discontinued	870W3024CSA	
ECOSYS M6630cidn				
ECOSYS MA4000cix	2 Year Next day, On-Site	Current	870W3025CSA	
ECOSYS MA4000cifx				
ECOSYS M6235cidn	2 Year Next day, On-Site	Discontinued	870W3025CSA	
ECOSYS M6635cidn				
ECOSYS M8124cidn	2 Year Next day, On-Site	Current	870W3026CSA	1 Year Next Day On-Site Warranty Extension Pack
ECOSYS M8130cidn				