

Refurbished/Rebuilt Office Equipment Warranty and Purchase Agreement

The following warranty and purchase agreement include provisions and obligations which apply to both the seller (Digital Copier Mart) and the Customer. This is the only agreement for office equipment purchased, ordered, and/or invoiced from Digital Copier Mart, and any deviations from this agreement must be contained specifically within the sales invoice. High volume, Professional series, or Production equipment are covered by a separately purchased Platinum Plan maintenance agreement and is not covered by paragraphs 1 through 7 below unless otherwise noted.

1. **Lifetime drum warranty** for Toshiba brand console-style, non-production products, including all 55 series and newer models 55-85 page per minute machines.
2. **5 Year major component guarantee on refurbished copiers** excluding production machines (minimum 5 years available parts support). All parts excluding the following “Consumable” parts are covered under this warranty: Drums (except #1 above), toner, feed tires, transfer belt, fuser parts. Labor is not covered beyond the initial 60-day warranty.
3. **5 Year replacement.** Digital Copier Mart warrants the main unit to be free from major malfunction for a period of 5 years from date of purchase, qualifying service will award replacement of machine with payment of deductible and applicable delivery/replacement costs. This includes **all** of the following: control panels; circuit boards; motors; main logic controllers; excluding fuser drive units; document feeders; network interface interfaces and other accessories. Laser units will also be covered under this warranty only for Toshiba branded products. Those parts considered to be “consumable” or “wear” items are not covered under this long-term warranty. Digital Copier Mart will ship replacement major components promptly after payment of deductible and applicable shipping and labor fees. **Under conditions where copier is deemed by Digital Copier Mart to be irreparable, Digital Copier Mart will replace the machine with an equal or better copier at the discretion of Digital Copier Mart at no charge to customer other than shipping and installation for a period of 5 years.** For machines in operation beyond 5 years from date of purchase, Digital Copier Mart will provide major component replacement guarantee for the useful life of the machine with standard deductible/delivery fees. Warranty does not apply to misuse or damage resulting from flood, fire, etc.
4. **60 Day 100% Parts and Labor Warranty** for all remanufactured, refurbished, and demonstrator copiers. Digital Copier Mart guarantees all parts within copier to be free from defects for a period of 30 days from date of order. Any components not received or damaged in shipment must be requested at time of delivery. All parts covered under warranty are to be supplied by copier1 or approved for purchase by third party vendor. Unless agreed to by Digital Copier Mart management before installation, all repair parts will be provided by Digital Copier Mart. Any required machine installation labor is not included- including computer and network installation. This warranty covers all machines refurbished and sold by Digital Copier Mart and does not cover “used,” “demonstrator,” and “repossessed” copiers unless they are refurbished by Digital Copier Mart or unless

otherwise stated on customer invoice. Customer will be provided equipment documentation and Help Desk installation support. For the remaining period of the limited warranty, we will replace any defective part with new or refurbished parts, if we agree that it needs to be replaced. When you contact us, we will require a valid credit card number at the time you request a replacement part, but we will not charge you for the replacement part as long as you return the original part to us within 30 days after we ship the replacement part to you. If we do not receive the original part within 30 days, customer will be billed the then-current standard price for that part. If you purchase an additional maintenance agreement, service will be provided to you under the terms of the maintenance agreement, if your contract is with Digital Copier Mart. Please refer to that contract for details on how to obtain service. If you purchased through us a service contract with one of our third-party service providers, please refer to that contract for details on how to obtain service.

5. **Help Desk.** Customers of all copiers supported by digitalcopiermart.com Help Desk technical support shall be entitled to use of said technical support, free of charge for 3 months from date of delivery.
6. **Drum warranty.** Non-Toshiba copiers refurbished/remanufactured by Digital Copier Mart come with a 6-month, 40,000 maximum copy drum (photoreceptor) warranty. This warranty is in effect up until 60,000 copies or the number of copies rated for the photoreceptor by the copier manufacturer, whichever is lower, with a 6-month maximum coverage. Under circumstances where drum fails within this period, Digital Copier Mart will provide a replacement drum and drum blade parts free of charge. This warranty excludes labor, although often these drums are cartridge-style and can be easily installed by customer.
7. **Delivery and Installation.** Digital Copier Mart guarantees that unless otherwise stated, all copiers will be operable or made operable upon receipt by customer, or thereafter if additional installation support is required, with respect to print, copy, scan, and- when purchased- fax features. Delivery includes Windows networking where available via remote services provided from Digital Copier Mart offices. On-site networking is typically unnecessary and if requested by customer will be billed at market rates to be determined by Digital Copier Mart. MAC networking may be billed additionally. Free remote networking services will be included with all retail installations, excluding where firewalls have been established, or where outside networking personnel may have created network barriers, thus prohibiting Digital Copier Mart staff or contractors from providing remote services. Customer will allow Digital Copier Mart technical customer service personnel access to their network for the customer to receive remote networking support. In cases where such remote access is unavailable or prevented by security policies of customer, Digital Copier Mart will still provide telephone or email technical support, including video instruction or electronically distributed technical materials to support network installations. **Most copiers install without incident.** Because of the very costly nature of preparing and delivering large, heavy, and delicate equipment, delivery times may be extended beyond the average 10 business days and is highly dependent upon specific machine ordered and location of customer. Customer agrees that under no circumstances will a delay in delivery be valid grounds for order cancellation. If delivery is refused by customer, customer agrees to be fully be liable for all charges invoiced, plus

and re-delivery or other fees related to movement of product resulting from customer's refusal of delivery.

8. **Necessary repairs.** Copiers may not operate perfectly or at all immediately after shipment upon first powering on, and Digital Copier Mart guarantees to remedy any issues. Remember, shipping is the most difficult time for a copier, and MOST ISSUES IN THE FIRST HOURS OR DAYS AFTER DELIVERY ARE DUE TO REQUIRED POST-SHIPMENT ADJUSTMENTS AND/OR OPERATOR ERROR. First duty of the customer in circumstances where copier arrives inoperable is for customer to contact Digital Copier Mart Help Desk for technical support. Digital Copier Mart management will provide customer with technician upon determined requirement. Any repairs to be paid for by Digital Copier Mart must be pre-approved by Digital Copier Mart management BEFORE repairs are performed. Digital Copier Mart will assist with shipping claims and, in most cases, supply all damaged parts without cost in advance of any claims being paid. We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product originally purchased. Digital Copier Mart owns all parts removed from repaired products and customer will return in prepaid packaging upon request. Digital Copier Mart guarantees do not extend beyond the warranty periods for specific coverage terms of the covered components, and all machines are subject to possible and likely further maintenance requirements.
9. **Exchange Policy:** For a period of 60 days from invoice date, Customer may exchange copier to equal or greater copier if said copier does not function to manufacturers specification published for the main unit of the copier, and may exchange all accessories also purchased from Digital Copier Mart with prior written approval from Digital Copier Mart Management. This does not apply to toner. Customer must allow any repair attempts deemed by Digital Copier Mart to be reasonable efforts prior to return authorization. Remember, your copier was just transported, and the most common time for the machine to need service is after shipment. Customer is responsible for any and all shipping costs, including insurance. In cases where the return is approved, a restocking fee of 20% applies to all returns. If customer returns, rejects or cancels shipment anytime subsequent to placing order customer agrees to pay all shipping and restocking fees, and to reimburse Digital Copier Mart for any service and installation charges. Digital Copier Mart will, when return has been approved, arrange for return shipping at our corporate discount rates with usual shipping agent or agent of customers choosing so long as said shipper provides air ride, padded transportation. Equipment exchange request must be made to sales@digitalcopiermart.com within 60 days of original purchase date. Excessive usage on returned equipment may result in exchange adjustment. There are no refunds on new or used equipment, but customers may trade at full depreciated value against a refurbished machine, excluding shipping and installation. All returns of refurbished product are subject to a 30% return fee in addition to non-reimbursement of any and all shipping and delivery costs.
10. **Self-repair exclusion.** Other than when approved by Digital Copier Mart Service, this warranty does not cover service necessitated by malfunctions of parts and/or attachments and/or supplies sold, provided, or installed (excluding the installation of supplies) by

anyone other than Digital Copier Mart or a Digital Copier Mart contractor, or by use of paper or toner or other supplies not compatible with the equipment, or by operation of equipment in an atypical manner. Digital Copier Mart cannot warranty machines after purchase of toner and supplies from other vendors, as there is a possibility for damage due to non-vendor-approved toner, developer, photoreceptor (drum), or other parts or supplies not purchased from Digital Copier Mart.

11. **Movement from premises.** This Agreement shall not apply to any equipment which ceases to be at the original Customer shipping destination location or is damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, war, casualty or another natural force.
12. **Changes.** Specification changes, alterations or attachments may require a change in the warranty set forth herein. Such changes shall become effective upon notice to Customer by Digital Copier Mart. Digital Copier Mart also reserves the right to terminate this Agreement by notice to Customer if Digital Copier Mart determines that such changes, alterations or attachments make it impractical for Digital Copier Mart continue to warranty the equipment. Invoices billed to customer are considered to be for the entire transaction, and customer cannot accept only portions thereof. For instance, if a copier is discounted but an accessory is not, customer cannot subsequently return only the accessory for a full credit or refund.
13. **Disputes.** Digital Copier Mart shall have right to consequential damages by any reason of non-performance of this agreement. Customer agrees to resolve any disputes regarding credit card charges through legal means other than Credit Card company or issuing bank. That is, such disputes are to be resolved through legal channels as described below or other, agreed-upon terms. Digital Copier Mart shall be entitled to consequential damages, including but not limited to attorneys' fees and/or loss of business, arising out of customer's non-performance of this purchase agreement.
14. **Free replacement.** Digital Copier Mart management may, at their discretion, elect to replace or upgrade an equipment order, or to replace or upgrade existing covered equipment with comparable or better equipment to provide required reliability for customer. Customer may incur replacement deductible costs associated with equipment replacement during the term of this warranty and agrees to pay any necessary transportation costs.
15. **Maintenance and repair.** Customer accepts the fact that due to the complicated nature of the photocopying process, copiers may at times require maintenance in addition to normal scheduled maintenance. Customer agrees costs associated with replacement parts and labor not specifically covered under this warranty are the responsibility of customer.
16. **Shipping** claims are the sole responsibility of customer, although vendor may assist in filing shipping claims. Customer should retain all packaging materials. Such claims are not to be used in lieu of payment and customer hereby agrees that payment will not be withheld, rescinded, or denied by any other means as the result of such shipping or warranty claims.
17. **Payments: All orders will be paid prior to shipment unless otherwise approved.** Payments may be paid online through Quickbooks Invoicing, Paypal Invoicing or through e-check, or by wire transfer. Customer checking information may be provided, and payment will be processed prior to shipment. Credit card cancellation fee of 50% will apply in addition to finance charges on any unpaid balances and all legal fees borne by

Digital Copier Mart in attempting to collect on credit card charge backs. Customer also agrees to be held responsible for all costs of collection including any attorneys' fees, and that any legal actions pertaining to sale will take place in Cook County, Illinois, USA. Physical paper checks and checking account information submitted electronically or verbally by customer for accounts for which they are authorized signors, or for which the provider of this information has been authorized by the signors of those accounts to communicate said account information, may be deposited in physical paper check form or through electronic means, and are understood to be treated the same, inasmuch as said payment to Digital Copier Mart has been authorized and will be debited from the customer's account. Such transactions are may or may not be provided for by United States federal law mandated in The Check Clearing Act of the 21st Century. [Pub.L. 108-100](#)

18. **Default of payment or breach of contract.** In situations where customer defaults on a purchase and refuses to pay Digital Copier Mart for good and services provided in good faith, and where there has been discounts applied, customer shall forfeit the benefit of said discounts, and any collections sought for the benefit of Digital Copier Mart, are to be charged at the price published on the specific product page therein page at the time of purchase. For example, if a copier is list for sale on the website www.digitalcopiermart.com for \$1995 and the customer receives a discount offer of \$1495 and accepts delivery, but fails to pay for equipment delivered, Digital Copier Mart will pursue collections of the undiscounted amount of \$1995. Collection fees and interest of 6% per year will be charged in addition to any open balance on all collection accounts.
19. **Leases.** Copiers leased through Digital Copier Mart are contracts between a leasing company and the customer, with equipment provided by Digital Copier Mart. Customers will sign off and accept installation for funding to Digital Copier Mart of leased equipment upon delivery. Customer's verbal confirmation to leasing company that the delivery of equipment has occurred is necessary in order to release funds as payment for equipment to Digital Copier Mart. It is therefore necessary and agreed that customer will provide the necessary confirmation for release of funds to Digital Copier Mart. In situations where customer refuses such confirmation to leasing company, Customer agrees to pay balance in full immediately.
20. **Outside contractors.** Where Digital Copier Mart may use outside contractors, such details as pertain to treatment of Digital Copier Mart staff will also transfer to these contractors. Customer shall treat outside contractors within the same terms as shown above. Customer shall not attempt to hire outside contractors directly without express, written permission of Digital Copier Mart management, or Customer shall be billed the full amount of any services or equipment which would have been otherwise purchased from Digital Copier Mart.
21. **Special provisions for export sales.** All sales shipped to locations outside of the continental United States, or packaged for shipment to outside the United States, or on any equipment later moved to a location outside the United States are sold "AS-IS" and have NO WARRANTY. Equipment sold by Digital Copier Mart and its affiliates for use in 220 volts electrical systems, or any other non- U.S. power systems are not covered under any warranty and customer agrees to indemnify Digital Copier Mart and its affiliates from any damages arising from the use of said equipment. This excludes export wholesale transactions, or bulk, or container sales. All such sales are deemed final and all

equipment is sold on an “as-is, where-is” basis with no warranty whatsoever, whether implied or printed.

22. **Maintenance Agreements.** Maintenance agreements are separate contracts, and may provide additional, ongoing parts and/or labor and/or supplies coverage. Outsourced and/or contracted nationwide labor ordered by Digital Copier Mart must be approved prior to acceptance and payment on behalf of customer, and can only be dispatched directly by Digital Copier Mart.
23. **No exchanges will be accepted without an approved RMA number.** Digital Copier Mart is dedicated to making your experience with us a positive one and therefore we stand behind everything we sell. Please contact 1-800-221-1081 with specific questions. All copiers sometimes require maintenance and/or adjustments to remain operable, this is more likely within the first days of installation. Returned machines are subject to a 20% restocking fee and return shipping charges, and any services provided are to be borne by customer.
24. **Picture shown may not be an exact representation of actual product.**
25. **CUSTOMER SHALL NOT HAVE ANY RIGHT TO CONSEQUENTIAL DAMAGES BY REASON OF ANY NONPERFORMANCE OF THIS AGREEMENT. DIGITAL COPIER MART LIABILITY IN CASE OF NONPERFORMANCE THEREUNDER SHALL NOT EXCEED THE AGREEMENT PRICE SPECIFIED ON THE INVOICE.** Customer agrees to resolve any disputes regarding credit card charges through legal means other than credit card company or issuing bank or processing entity. That is, such disputes are to be resolved through legal channels or agreed upon terms. Any legal actions pursuant to this agreement are to occur in the county of Cook, state of Illinois and all legal costs are to be borne by customer. If customer files any legal action outside of Cook County, Illinois, or whether because of any such filing not covered under the terms of this agreement, and/or any legal action that requires Digital Copier Mart to obtain legal counsel or produce legal actions in any another state, Customer will be liable for any and all costs accrued by Digital Copier Mart for defense, transportation, loss of business or any other costs associated with the results or defense of said legal filings and or those costs incurred in the process of changing such legal actions to the proper venue of Cook County, Illinois.
26. **Power requirements are displayed clearly on all products.** It is the customer’s responsibility to provide proper electrical service to the machine. Any damage caused by improper power supply is the sole responsibility of the customer and voids all warranty coverage. Damage caused by electrical malfunctions are the sole responsibility of the customer and voids all warranty coverage.
27. **Copiers sold are used products unless otherwise stated and noted.** Copiers have been diagnostically tested and certified as working. Unless otherwise stated, our products will come with online manuals, software, and driver downloads or will be made available. Power cables are included, but any necessary office networking cables, surge protection or power adapters must be provided by customer at time of installation and continually provided for warranty coverage to remain effective. Used items may have slight cosmetic imperfections including minor scrapes or scratches; slight casing discoloration; or dents. Digital Copier Mart cleans every item and repaints or replaces significantly scratched or discolored exteriors. All sales are considered final and are nonrefundable

28. **Customer hereby agrees to provide suitable network environment for installation of products purchased from Digital Copier Mart.** Customer-owned firewalls, outdated operating systems or other installed software, and/or any other network security features that prevent Digital Copier Mart from networking, supporting, servicing, or otherwise providing technical support for products or services offered by Digital Copier Mart, shall never result in customer refusal to accept equipment, or use of such refusal for purposes of denying leasing company delivery acceptance or credit card charges. Failure to accept equipment based upon issues related to software, firewalls or security features which prevent said installation or support shall be considered breach of this contract by customer, and under no circumstances will be considered a valid reason to deny payment.
29. **This is the only contract.** This Agreement is the only binding agreement for all products purchased by **DIGITAL COPIER MART**, and any other agreement, written or spoken, is superseded by the text therein. Manufacturer's warranties may apply in addition to these coverages for certain new products.
30. **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DIGITAL COPIER MART'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. FOR NON-UNITED STATES CUSTOMERS, DIGITAL COPIER MART DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.**
31. **DIGITAL COPIER MART DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DIGITAL COPIER MART'S LIABILITY WILL BE NO MORE THAN THE AMOUNT CUSTOMER PAID FOR THE PRODUCT -less delivery and restocking fees- THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH COPIER1 IS RESPONSIBLE.**
32. **PLEASE NOTE: WE WILL PROVIDE ALL CONTRACTED GOODS, SERVICES, TECHNICAL SUPPORT, AND WARRANTY COVERAGE INCLUDING**

REPLACEMENT OF DEFECTIVE COMPONENTS, NECESSARY REPAIRS, AND/OR EQUIPMENT REPLACEMENT AS DEEMED NECESSARY BY OUR TECHNICAL STAFF AND WITHIN THE CONSTRAINTS OF THIS WARRANTY (AND BEYOND) FOR REASONABLE CUSTOMERS. REFUSAL OF SUCH GOODS AND SERVICES OR BEHAVIOR NOT DEEMED REASONABLE IN A COURT OF LAW DOES NOT VOID CONTRACTUAL REQUIREMENTS OF CUSTOMER, INCLUDING PAYMENTS FOR SAME.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.