

## STS 1600 SHAKER – LIMITED WARRANTY

### Covered Product and Term

Covered Products	Term
STS 1600 Shaker Unit	1 year from date of purchase/60 days onsite service

### 1. Scope

- 1.1. STS Inks (“**STS**”) provides this limited warranty (“**STS Warranty**”) to the purchaser, or Dealer, who first purchases for its own use (“**Original Purchaser**”) one of the STS branded devices as detailed in above (“**STS Shaker Unit**”). Only the Original Purchaser shall be entitled to benefit from the STS Warranty, and not any further purchaser, unless otherwise agreed in writing between STS Inks and the Original Purchaser.
- 1.2. The term of this STS Inks Warranty is set out in the above table (“**Term**”).
- 1.3. Under this STS Inks Warranty, STS Inks guarantees that the STS Inks Shaker Unit is manufactured from new (or equivalent to new) parts, conforms to the specifications published by STS Inks, is free from defects in materials and workmanship and is in good working order at the time of delivery.
- 1.4. During the Term, where STS Inks Shaker Devices are found to be defective or unfit for purpose, STS Inks agrees, at its discretion and in accordance with the terms of this STS Inks Warranty, to:
  - 1.4.1. repair any defect found in a STS Inks Shaker Unit using new or rebuilt parts in comparable condition to new;
  - 1.4.2. replace the STS Inks Shaker Unit proven to be defective with exactly the same make and model of STS Inks Shaker Unit as was purchased by the Original Purchaser, or a STS Inks Certified refurbished unit; or
  - 1.4.3. refund the retail price of the STS Inks Shaker Unit to the Original Purchaser.

For the avoidance of doubt STS Inks’ liability, under this STS Inks Warranty, and without prejudice to clause 2.2 of this STS Inks Warranty, with regards to each purchase made by an Original Purchaser is limited to the retail value of the STS Inks Shaker Unit purchased.

- 1.5. The services defined in this STS Inks Warranty ("**Warranty Services**") shall be provided by a STS Inks or approved dealer who sold the STS Inks Shaker Unit to the Original Purchaser or any dedicated STS Inks representative. However, for any and all warranty claims, the Original Purchaser's first contact point shall be the place of purchase ("**Seller of the Product**").
- 1.6. THIS STS Inks WARRANTY IS OFFERED BY STS Inks IN ADDITION TO ANY CONTRACTUAL, STATUTORY AND/OR COMMON LAW WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT (I.E. STS Inks OR ANY OTHER PARTY FROM WHICH THE ORIGINAL PURCHASER MAY HAVE PURCHASED THE STS Inks Shaker Unit) UNDER APPLICABLE LOCAL LAW. ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.
- 1.7. THIS STS Inks WARRANTY IS LIMITED TO THE RIGHTS GRANTED EXPRESSLY TO THE ORIGINAL PURCHASER, AND IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE FOLLOWING SECTIONS OF THIS STS Inks WARRANTY.

## **2. Covered Products and Term**

- 2.1. This STS Inks Warranty covers the relevant STS Inks Shaker Unit.
- 2.2. THE STS Inks WARRANTY DOES NOT APPLY TO: (I) ANY THIRD PARTY PRODUCTS BUNDLED WITH ANY STS Inks Shaker Unit AND SUPPLIES (E.G. USB OR OTHER CABLES OR ADD-ON ITEMS DISTRIBUTED BY STS Inks AS PART OF THE PRODUCT OR PACKAGE); (II) ANY STS Inks OR THIRD PARTY SOFTWARE; (III) ANY STS Inks OR THIRD PARTY PRINTING MEDIA; OR (IV) CARTRIDGES, INK COLLECTOR UNITS, SERVICE OR MAINTENANCE KITS. If STS determines that the Product was not defective or covered under the warranty, or that the defect in the Product was caused by unauthorized software, or network or, or DEALER or End User negligence, misuse, abuse, including the use of 3rd party ink and/or parts, improper installation, use, or failure to follow STS's care instructions, STS shall invoice DEALER for parts, labor, and travel for STS and/or STS's authorized service agent. Shipping, packaging and handling costs shall be at DEALER's sole expense for Products found to be non-defective or not covered under the warranty.

## **3. Original Purchaser's Obligations**

- 3.1. In order to benefit from the STS Inks Warranty and receive the Warranty Services, the Original Purchaser must be able to provide proof of the purchase such as an invoice or receipt showing the date of purchase, purchase location and the serial number. Without such information, the STS Inks Shaker Unit shall be deemed to be out of warranty.
- 3.2. The Original Purchaser is responsible for configuring the STS Inks Shaker Unit in accordance with the setup instructions provided. STS Inks cannot be held liable for any non-compliance with instructions. Please note that non-compliance could lead to the loss of warranty rights. In case of difficulties with configuring, Original Purchaser should immediately seek help from Seller of the Product.

#### **4. Exclusions**

The STS Inks Warranty does not apply in the following situations:

- 4.1. The Original Purchaser purchases the STS Inks Shaker Unit at a tradeshow;
- 4.2. Failure, damage or degradation resulting from the use of parts, ink, print media, software or attachments that are not original STS Inks supplies or parts, or do not meet the specifications recommended by STS Inks for the STS Inks Shaker Unit;
- 4.3. The Original Purchaser obtains consumables from a dealer who is not authorized by STS Inks
- 4.4. Media jams, other than those resulting from a manufacturing defect;
- 4.5. Failure, damage or degradation resulting from an unsuitable physical or operating environment  
  
including, but not limited to, damage resulting from electrical surges, fire or water;
- 4.6. Failure, damage or degradation that results from service or maintenance on the STS Inks Shaker Unit by anyone other than STS Inks or a STS Inks approved supplier;
- 4.7. Failure, damage or degradation that results from the Original Purchaser's failure to configure, clean and/or maintain the STS Inks Shaker Unit as described in the user guide;
- 4.8. Failure, damage or degradation that results from failure to properly prepare, package and transport the STS Inks Shaker Unit as advised by STS Inks when returning the STS Inks Shaker Unit for repair; or
- 4.9. Non-compliance by the Original Purchaser with any criteria or product specifications stated in the STS Inks product documentation and/or online resources, including, but not limited to, video tutorials.

#### **5. Local Law**

- 5.1. This STS Inks Warranty gives you specific legal rights in the United States and the European Union. You may also have other rights which vary from country to country elsewhere in the world. You are advised to consult applicable national laws for a full determination of your rights.
- 5.2. To the extent that this STS Inks Warranty is inconsistent with local law, this STS Inks Warranty shall be deemed modified to be consistent with such local law.

5.3. THE TERMS CONTAINED IN THIS LIMITED STS Inks WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY (AND ARE IN ADDITION TO) THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS STS Inks Shaker Unit TO YOU.

## **6. Limitation of Warranty and Liability**

6.1. Even in the event of a breach of this STS Inks Warranty, your sole and exclusive remedy against STS Inks for actual damages of any kind is limited to the price paid by you for the STS Inks Shaker Unit or its repair or its replacement.

6.2. STS Inks IS NOT LIABLE FOR THE CONSEQUENCES OF AN INTERRUPTION OF THE OPERATION OF THE Shaker Unit OR THAT OF A FAULTY OPERATION OF THE Shaker Unit. IN NO EVENT SHALL STS Inks BE LIABLE FOR LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6.3. THIS STS Inks WARRANTY CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND ALL PREVIOUS AGREEMENTS WHETHER WRITTEN, ORAL OR IMPLIED BETWEEN THE PARTIES WILL CEASE TO BE EFFECTIVE. ALL OTHER TERMS EXPRESS OR IMPLIED, MANUFACTURE GUARANTEES OR WARRANTIES, INCLUDING THE IMPLIED GUARANTEES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXCLUDED (EXCEPT WHERE REQUIRED BY APPLICABLE LAW). NO MANUFACTURER GUARANTEES OR WARRANTIES EITHER EXPRESSED OR IMPLIED WILL APPLY AFTER THE EXPIRATION OF THE TERM OF THIS STS Inks WARRANTY. FOR THE AVOIDANCE OF DOUBT, ANY CONTRACTUAL OR STATUTORY WARRANTY THAT THE ORIGINAL PURCHASER MAY BE ENTITLED TO AGAINST THE SELLER OF THE PRODUCT OR ANY OTHER PERSON REMAINS UNAFFECTED.

## **7. Severability**

7.1. If any provision of this STS Inks Warranty is found by any court to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of the STS Inks Warranty, and the validity and enforceability of the other provisions of the STS Inks Warranty shall not be affected.

### **HOW TO OBTAIN LIMITED WARRANTY SERVICE**

To obtain warranty service you may contact the dealer from whom you purchased the unit. In case support from your dealer should be unavailable, you may contact STS Inks directly in the US at (561-999-8818), or +359-29039999 for STS Inks EU, or by email [Support@stsinks.com](mailto:Support@stsinks.com)

When speaking with the STS Inks Service Representative you may be asked to provide the STS Inks Shaker Unit date of purchase, your location and a brief description of the service issue. The STS Inks Service Representative will attempt to diagnose the service issue with you over the telephone or online. If the service issue cannot be resolved by phone or online, the STS Inks Service Representative will review your specific Warranty entitlements.