

CANON imagePROGRAF TM SERIES MFP LARGE FORMAT PRINTER LIMITED WARRANTY

The limited warranty set forth below is given by Canon U.S.A., Inc. and Canon Canada, Inc. (collectively, "Canon") with respect to the Canon imagePROGRAF TM 240/250 MFP Lm24, TM-340/350 MFP Lm36, and TM-350/355 MFP Z36 Large Format Printers that are packaged with this limited warranty and Canon branded accessories and options designed for use with these Canon imagePROGRAF TM Series MFP Large Format Printers (individually and collectively, the "Product"). Canon warrants the Product to be free from defects in workmanship and materials under normal use and service after delivery to the original purchaser ("Purchaser") by Canon or its authorized dealer for the following time periods for the respective Canon imagePROGRAF TM Series Large Format Printer and Canon imagePROGRAF Scanner comprising the Product: (i) the Canon imagePROGRAF TM 240/250, TM-340/350, and TM-355 Large Format Printers each have a 2 year warranty period; (ii) the Canon imagePROGRAF Lm24 and Lm36 Scanners each have a 1 year warranty period; (iii) and the Canon imagePROGRAF Z36 Scanner has a 2 year warranty period. During the relevant warranty period, Canon shall, in its sole discretion and without charge, repair or replace any defective part with a new or comparable rebuilt part or replace the Product with a new or rebuilt Product. Warranty replacement shall not extend the warranty period of the defective Product. This warranty shall not extend to the Canon Printhead for the Product, for which a separate warranty is given. Nor shall this warranty cover other consumable parts or consumables, such as paper and ink cartridges, as to which there shall be no warranty or replacement.

You must call the number below for remote diagnostic assistance for operation and support of the Product:

- Your local Service Provider; or call

If purchased and used in the United States:

1-800-423-2366

Monday through Friday from 8:00 a.m. to 8:00 p.m. ET

If purchased and used in Canada:

1-800-OK-CANON

Monday through Friday from 9:00 a.m. to 6:00 p.m. ET

You must cooperate with Canon in remotely diagnosing the Products malfunction. Canon may attempt to correct the malfunction remotely, with your assistance. If Canon cannot fix your Product's malfunction through remote diagnostics, Canon shall schedule an on-site service call by an independent authorized Canon Service Provider (the "Service Provider") or Canon will send you a replacement part for any defective user replaceable item. You will be charged at the then-current service call rates of Canon or the Service Provider if the defects in the Product are not covered by this limited warranty, or if the applicable warranty period for the Product has expired or warranty coverage has not been sufficiently established by appropriate documentation.

This warranty shall only apply if this Product is used in conjunction with compatible computers, peripheral equipment and software, as to which items Canon shall have no responsibility. NON-CANON BRAND COMPUTERS, PERIPHERAL EQUIPMENT AND SOFTWARE WHICH MAY BE DISTRIBUTED WITH THE PRODUCT ARE SOLD AS IS, WITHOUT WARRANTY OF ANY KIND BY CANON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole warranty, if any, with respect to such non-Canon brand item is given by the manufacturer or producer thereof.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT. NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCT SHALL BIND CANON OR ANY SERVICE PROVIDER. NO WARRANTY IS GIVEN ON ANY USED PRODUCT.

THIS WARRANTY SHALL BE VOID AND OF NO FORCE AND EFFECT IF THE PRODUCT IS DAMAGED AS A RESULT OF (A) ABUSE, NEGLIGENCE, MISHANDLING, ALTERATION, ELECTRIC CURRENT FLUCTUATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING OR MAINTENANCE INSTRUCTIONS IN, OR ENVIRONMENTAL CONDITIONS PRESCRIBED IN, CANON'S USER'S GUIDE OR OTHER DOCUMENTATION FOR THE PRODUCT, (C) REPAIR BY OTHER THAN SERVICE REPRESENTATIVES QUALIFIED BY CANON WHO ARE ACTING IN ACCORDANCE WITH CANON'S SERVICE BULLETINS (D) USE OF SUPPLIES OR PARTS (OTHER THAN THOSE DISTRIBUTED BY CANON) WHICH DAMAGE THE PRODUCT OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS OR (E) USE OF THE PRODUCT WITH NON-COMPATIBLE COMPUTERS, PERIPHERAL EQUIPMENT OR SOFTWARE, INCLUDING THE USE OF THE PRODUCT IN ANY SYSTEM CONFIGURATION NOT RECOMMENDED IN ANY USER'S GUIDE OR OTHER DOCUMENTATION FOR THE PRODUCT. NOR DOES THIS WARRANTY EXTEND TO ANY PRODUCT ON WHICH THE ORIGINAL IDENTIFICATION MARKS OR SERIAL NUMBERS HAVE BEEN DEFACED, REMOVED, OR ALTERED.

ANY SYSTEM SOFTWARE (WHETHER FACTORY LOADED ON THE PRODUCT OR CONTAINED ON THE SOFTWARE DISKETTES OR CD-ROMS ENCLOSED WITH, OR ACCOMPANYING, THE PRODUCT), AND ANY UTILITY SOFTWARE, DISTRIBUTED WITH OR FOR THE PRODUCT, IS SOLD "AS IS" AND WITHOUT WARRANTY BY CANON. THE SOLE WARRANTY WITH RESPECT TO SUCH SOFTWARE IS CONTAINED IN THE SOFTWARE MANUFACTURER'S LICENSE AGREEMENT DISTRIBUTED THEREWITH, INCLUDING ANY LIMITATIONS AND DISCLAIMERS THEREON. PLEASE CONTACT CANON IMMEDIATELY IF YOU HAVE NOT RECEIVED A COPY OF THE SOFTWARE MANUFACTURER'S LICENSE AGREEMENT.

NEITHER CANON NOR ANY SERVICE PROVIDER SHALL BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CANON OR ANY SERVICE PROVIDER), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OR CORRUPTION OF DATA INCLUDING, WITHOUT LIMITATION, DATA STORED ON THE PRODUCT'S HARD DISK DRIVE, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CANON OR ANY SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST CANON OR ANY SERVICE PROVIDER BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, THE PURCHASER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND PROPERTY OF THE PURCHASER OR OTHERS, ARISING OUT OF THE POSSESSION, USE, MISUSE OR INABILITY TO USE THE PRODUCT SOLD BY CANON NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CANON OR ANY SERVICE PROVIDER. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE PURCHASER, AND STATES SUCH PURCHASER'S EXCLUSIVE REMEDY.

CONDITIONS OF WARRANTY

Defective parts must be returned to Canon or a Service Provider with all necessary documentation and will become the property of Canon.

THIS WARRANTY APPLIES TO PRODUCTS SOLD AND USED IN THE U.S.A. AND CANADA ONLY.

Canon

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