

## **Product Warranty/Liability & Purchasing Rules**

6.1 ECO warrant that the Products shall

- a) conform to the technical and quality standard and specifications as set out in Schedule 3 hereto,
- b) be safe, of good quality and free from any defect in manufacturing or material,
- c) correspond strictly with any and all representations, descriptions, advertisements, brochures, drawings, specifications and samples made or given by ECO, and
- d) fit the purpose

6.2 Our customers shall inspect the received Products within a day after receipt of the delivery and shall inform ECO within a further period of one working day of any apparent defect or discrepancies. Non-apparent defects shall be informed to ECO within 14 days after they have become apparent.

6.3 If the Products are defective and/or do not conform with the warranty given in Art. 6.1 above ("Defective Products"), ECO will follow the following options (where applicable):

- a) Once it is established that the product is a "Defective Product", ECO will replace the Defective Products with Products in accordance with the warranty set out in Art. 6.1 above as soon as possible without any additional cost to the customer, or
- b) repair the Products without any additional cost to customer, or
- c) reimburse the customer Price paid for the Defective Products.
- d) In the event that product is returned to ECO with no issues or completely used there will be no credit/replacement.
- e) If the returned product is sealed/unused (with not physical damage) and if they are not obsolete (meaning they are purchased within 6 months period) and are reworkable, ECO will accept the return and will credit 80% of their invoiced value to the customer.
- f) If the product is ordered wrong by customer or customer's customer in addition to restocking fee, associated costs such as shipping costs (if originally is paid by ECO) will be deducted as well.
- g) Any open issue related to "Defective Product" should be sorted out within 30 days. Any open complaints beyond 30 days will be closed.

6.4 In case if there is a claim that ECO manufactured product caused a functional damage to Customer's printer, ECO will send its designated technicians to repair the damage. If the damage to printer is not related to cartridge issue the customer will be invoiced for the parts and labor time. If ECO's designated technician is not available, prior to calling a third party technician, customer will request a written confirmation authorizing the repair by third party technician. ECO under no circumstances, will accept repair invoices (by customers) without prior knowledge and authorization by ECO authorities.

6.5 Pricing on Customer's PO upon acceptance by ECO is the final pricing agreement. Shortpayments will be considered as breach of trust and under no circumstances will be acceptable.