

# Warranty and Service Pack Terms & Conditions for LFP products

When requesting a service call please have your printer serial number to hand.

Warranty form Ref: CBS/WARR/LFP/03

1. Canon (We, Our, Us) warrants this Product (excluding accessories, software consumables such as, but not limited to, toner, inks, ink sheets, paper and other consumables defined by Us) to be in good working order during the period of warranty. The period of warranty is the period stated on your warranty card and commences on the date of purchase of the Product. In the event that the Product is not in good working order Canon will provide, during the warranty period, a free service within the United Kingdom. You need to be able to provide us with the serial number of your machine (and proof of purchase) in order to benefit from the warranty as without it, we will not be able to confirm that the product remains with warranty coverage.
2. We will service the Equipment when You have notified Us of a fault and it has been used properly. At Our option We will either repair the faulty Equipment and/or part exchange it with one in good working order (including use of appropriate second hand products). Replaced parts of a repairable or reusable nature become Our property.
3. We may provide You with Equipment on a loan or trial basis. If We do so, You agree the title in any such Equipment shall remain with Us and You will not do or allow anything to be done which is inconsistent with Our ownership of it. In particular You agree not to allow any one else to service or modify the Equipment or to take it away, unless agreed by Us in writing beforehand. The risk in such Equipment will pass to You on delivery and will stay Your risk until We take it back. You agree to insure such Equipment for the full replacement value. You agree to store and use such Equipment in a safe and secure manner and to allow Us access at Our request during Your normal business hours to inspect and/or service the Equipment or repossess it at the end of the loan/trial period or at any time if You breach these Conditions. We will agree with You in writing the scope and additional terms of such loan/trial and any charges due.
4. Canon will provide service on an "on site" basis. An engineer will visit the location address you have given us. You must inform us in writing if you change your address.
5. You agree to let Our service technician or authorised representative into the property where the Equipment is installed in Your normal working hours (or as needed to allow Us to meet Our obligations) to inspect and repair the Equipment. We will follow any reasonable health and safety rules which may apply at Your premises. You agree to be responsible for providing any personal protective equipment for our staff which are appropriate to their working environment whilst on Your premises. You agree that We may suspend Services without liability, if in Our reasonable opinion Our staff are at risk.
6. You agree to follow any procedures for problem determination, and any requests that We reasonably make.
7. Canon's only obligation under this warranty is the provision of the service as set out above. Services cannot be provided:
  - a) on a bank or public holiday;
  - b) before 9am or after 5pm Monday to Friday or other working hours agreed by Us in writing;
8. Unless agreed in writing, the Warranty will not apply:
  - c) because you have not used, stored (including failure to provide correct environment conditions) or handled the Product properly, or because you are in breach of the terms of this warranty or the Contract terms; or you have not followed Our written instructions for the product, or those of the manufacturer; or damage or defect due to wilful neglect or negligence by anyone other than Us;
  - d) because of the installation of, damage to, or modification to the Product and/or Software by someone else other than Our representatives or because of changes required by you or a third party;
  - e) because you have connected other fittings or accessories to the product which We have not approved, or you have connected other equipment or software not approved by us;
  - f) because of any disconnection and reconnection of the Equipment, including any preparation necessary for safe transit;
  - g) because of external causes outside of Our control which shall include accident, fire disaster or burglary;
  - h) because of faults caused by shock or fall, sand, dust, dirt damp or corrosion, leaky batteries, repair or cleaning by unauthorised personnel;
  - i) because of a malfunction or specific requirement of any other item of hardware, or software which you have linked to the product in respect of items not included in the Contract;
  - j) to correct errors in any non- canon proprietary software or other software not provided by us;
  - k) because data is lost or damaged;
  - l) because you have attached the product to a network not approved by us or have made changes to your operation or network system;
  - m) because you have not installed any error correction that we issue for the software or have otherwise not followed Our instructions or advice
  - n) because of a repair necessitated by a virus (or similar) in Your system;
  - o) because the Product(s) demonstrate a fault for which the manufacturer has not/does not intend to release a correction;
  - p) because a third party manufacturer no longer provides the necessary spare parts
  - q) to loss of quality, degradation of performance or actual damage that results from the use of spare parts or other replaceable items (such as consumables) that are neither made nor recommended by Canon.
9. Provision of service and installation of non Canon manufactured Products are subject to availability to Us of the necessary parts and third party support services.
10. You must ensure that the proper provision of the service by Canon (UK) Limited under this warranty will not directly or indirectly damage your property (including software and data) or otherwise cause you direct, or indirect damage or loss and Canon will not be responsible for.
  - (a) checking as to the likelihood of such damage or loss occurring prior to providing or during provision of the service under this warranty;
  - (b) any such damage or loss that may occur.
11. You should take all reasonable precautions to safeguard your assets and property (including all software and data) and to minimise potential loss or disruption, including, where appropriate, taking full back ups of all your software and data and implementing virus checking controls.
12. Canon's arrangements for providing service provided under this warranty may include the use of sub contractors.
13. Nothing in this warranty shall have the effect of restricting or excluding the liability of Canon in respect of:
  - a. death and personal injury caused by the negligence of Canon, or for fraud;
  - b. (where applicable) under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product or to a dependent or relative of such a person;
  - c. direct damage to your property caused by the proven negligence of Canon.

As far as the law allows, we will not be responsible for the following:

  - a. loss of income, profits (actual or anticipated), contracts or for any other business related loss.
  - b. indirect or consequential loss or damage howsoever caused.
  - c. compensation for loss of images on any recordable media
14. This warranty is offered (subject to these terms and conditions) in addition to, and does not affect your statutory rights.
15. Canon may disclose your details and other personal information to other companies within the Canon group including any subsidiary company or subcontractor of Canon for the purposes of performing our obligations hereunder.
16. Canon may disclose your details and other personal information to any subsidiary company of Ours for the purpose of market research or direct marketing of other (Canon) products and services. If you do not wish to receive direct marketing information from us please ensure you have marked the appropriate box on the warranty registration form.
17. You must not resell outside the UK any Product supplied by Canon and covered by the Export of Goods (Control) Order 1992 (or any law that replaces it) without obtaining all necessary licenses. You also agree not to sell the Product in the UK if you know or think that the person buying the Product intends to export it without getting the necessary licenses. You agree to impose similar conditions to these on anyone you sell the Product to.
18. These conditions shall in all respect be governed and construed in accordance with English Law and the exclusive jurisdiction of the English Courts.
19. Where service is taken out as an extension to a manufacturers warranty, Contract charges may not be refunded should you cancel the Contract- any such refund will be at Canon's discretion)