

LIMITED WARRANTY FOR BROTHER GT-3 SERIES and GTX GARMENT PRINTER EQUIPMENT

Brother Internationale Industriemaschinen GmbH ("BIMH"), Duesseldorfer Str. 7-9, 46446 Emmerich am Rhein, Germany

WHO IS COVERED

- This limited warranty ("warranty") is given only to the original end-use purchaser (referred to in this warranty as "Original Purchaser") of the accompanying product (collectively referred to in this warranty as "this Product").
- If you purchased a product from someone other than an authorized BIMH reseller or if the product was used (including but not limited to floor models or refurbished product) prior to your purchase, you are not the Original Purchaser and the product that you purchased is not covered by this warranty.

WHAT IS COVERED

- This Product includes the machine (the "Machine") specified herein.

WARRANTY OF BROTHER WORKMANSHIP AND MATERIALS

Except as provided below, BIMH warrants to the Original Purchaser for a period of one (1) year from the date of installation, as evidenced by a signed installation sheet ("Installation sheet"), that the solid state electronic components manufactured by Brother and included in the Machine equipment purchased from BIMH, or an authorized BIMH reseller, were delivered free from defects in materials and workmanship, excluding mechanical or electro-mechanical components including, but not limited to, switches, motors, and solenoids. The foregoing warranty is given only to the Original Purchaser which purchased the equipment (including the component(s) claimed to be defective) directly from Brother, or an authorized BIMH reseller, and are not transferable.

WHAT IS THE LENGTH OF THE LIMITED WARRANTY PERIODS

The warranty period for the machine is one (1) year. The warranty of the print heads is for three (3) months from the date of installation of the Print Head at the site of Original User.

In connection with the Products installed by BIMH or/and the Authorized Reseller on or after February 1st, 2014, we will extend the warranty period for print heads of the Products to one (1) year from the date of installation of the Products at the site of Original User or until 15,000 print, whichever comes earlier, in order to meet with the Original User's requirements. Notwithstanding above, in the case that Original User purchases the print heads separately from the Products ("Purchased Print Heads"), the warranty period of the Purchased Print Heads is for three (3) months.

WHAT IS NOT COVERED

This warranty does not cover:

- (1) Physical damage to this Product;
- (2) Damage caused by improper Installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting this Product without the proper preparation and/or packaging);
- (3) Damage caused by another device or resulting from use of non-Brother brand parts and Consumable and Accessory Items (including but not limited to the use of non Brother brand ink and cleaning kits);
- (4) Damage caused by non-compliance with the maintenance provisions of the product instruction manual;
- (5) Damage caused by non-compliance with the printing procedures of the product instruction manual;
- (6) Consumables;
- (7) Accompanying accessories;
- (8) Problems arising from other than defects in materials or workmanship; and
- (9) Normal periodic maintenance items, including but not limited to, wiper cartridges, fan filter, roller felt, flushing plate sponge and flushing plate felt.

This warranty is VOID if this Product has been altered or modified in any way (including but not limited to attempted warranty repair without prior written authorization from Brother and/or alteration/removal of the serial number). The Product MUST NOT be transported without a Brother Representative, a Brother Authorized Distributor, or a Brother Certified Technical Engineer and any such unaccompanied transportation of the Product may VOID this warranty.

OTHER ITEMS NOT COVERED BY THIS WARRANTY

In addition to the foregoing, this warranty does not apply to: (1) defects resulting from fire, explosion, or water, or from earthquake, windstorm, hail, tornado or other abnormal environmental conditions, or from accident, vandalism; and (2) defects arising from neglect or abuse. Neglect or abuse includes, but is not limited to:

- Use of contaminated, inadequate or excessive amounts of lubricants.
- Exposure to extreme temperatures.
- Improper storage or improper protection from climatic elements and vandalism.
- Accident, collision or other physical mishap or abuse, whether by Original Purchaser or any other party.

WHAT TO DO IF YOU THINK YOUR PRODUCT IS ELIGIBLE FOR WARRANTY SERVICE

Report your issue to the authorized BIMH reseller. Supply the authorized BIMH reseller with a copy of your dated bill of sale showing that this Product was purchased from an authorized Brother reseller, copy of the log file and copy of the installation sheet.

WHAT authorized BIMH reseller WILL ASK YOU TO DO

After contacting the authorized BIMH reseller, you will be asked to troubleshoot the problem over the phone. If the troubleshooting does not succeed, you may be required to do one or both of the following:

- (a) Send a component part of the Product properly packaged, freight prepaid, to authorized BIMH reseller for inspection, together with a photocopy of your bill of sale. **You are responsible for the cost of shipping, expedited shipping, packing product, and insurance (if you desire). You are also responsible for loss or damage to this Product and its component parts in shipping.** Shipments must be made using a ground carrier that assigns tracking numbers to its shipments.
- (b) Download and send authorized BIMH reseller customer usage data to authorized BIMH reseller for review via USB drive or another format agreed to by authorized BIMH reseller.
- (b) Permit a authorized BIMH reseller representative to provide On-Site Warranty Service by providing access to this Product at reasonable times and by providing adequate working space, including heat, light, ventilation, electric current and outlets for use by the authorized BIMH reseller representative, together with reasonable cooperation in troubleshooting to diagnose the problem. "On-Site Warranty Service" means remedial service during Normal Working Hours at your location to restore the Product to good operating condition under normal usage at no charge for parts and labor (or travel for the first 90 days after the date of Installation) and does not guarantee uninterrupted operation of the Product. Please note that you will be charged labor costs for the replacement of printed circuit boards.

WHAT authorized BIMH reseller WILL DO

If the problem reported concerning your Machine is covered by the warranty and if you first reported the problem to authorized BIMH reseller within the applicable warranty period, authorized BIMH reseller will, at its option, either repair the component(s) or replace the component(s) with a functionally equivalent component(s), including a refurbished part(s) (or arrange for either). authorized BIMH reseller reserves the right to supply a refurbished or remanufactured replacement Machine and/or part and use refurbished parts provided such replacement products conform to the manufacturer's specifications for new product/parts. In the case of a component part, if you receive the replacement component part prior to your returning the defective component part, you will replace the defective component part(s) with the replacement component part(s) supplied by authorized BIMH reseller and return any claimed defective component part(s) within thirty (30) days of receipt of the replacement component part(s) or pay authorized BIMH reseller the list price for each such defective component part(s) not returned within 30 days after receipt of the replacement component part(s). In the case of a replacement Machine, if you receive the replacement Machine prior to your returning the defective Machine to authorized BIMH reseller, you will return the claimed defective Machine to authorized BIMH reseller within 30 days after receipt of the replacement Machine. If after you replace the defective or failed component(s), the reported problem has not been solved, authorized BIMH reseller may determine, at its sole discretion, that On-Site Warranty Service is required or that you should send the component(s) to authorized BIMH reseller for further inspection. If authorized BIMH reseller determines that On-Site Warranty Service is required, you shall cooperate with authorized BIMH reseller as described in the "What authorized BIMH reseller Will Ask You to Do" section above. Please note that you will be solely responsible for all zone, hotel and travel expenses associated with authorized BIMH reseller's On-Site Warranty Service after the expiration of the limited warranty period described above.

If the Machine is not covered by this warranty, you will be charged any shipping or travel costs incurred by authorized BIMH reseller and charged for any service and/or replacement component parts at authorized BIMH reseller's then current published rates.

The foregoing are your sole (i.e., only) and exclusive remedies under this warranty.

LIMITATIONS

BIMH is not responsible for damage to or loss of any equipment, media, programs or data related to the use of this Product. Except for that repair or replacement as described above, BIMH shall not be liable for any direct, indirect, incidental or consequential damages or specific relief.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, DRAWING, MODEL OR SAMPLE. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- This warranty is the only warranty that Brother is giving for this Product. It is the *final expression and the exclusive and only statement* of Brother's obligations to you. It replaces all other agreements and understandings that you may have with Brother or its representatives.
- This warranty gives you certain rights and you may also have other rights that may vary from country to country.
- This warranty (and Brother's obligation to you) may not be changed in any way unless you and Brother sign the same piece of paper in which we (1) refer to this Product and your bill of sale date, (2) describe the change to this warranty and (3) agree to make that change.