

— WARRANTY —  
**TERMS & CONDITIONS**



**imply**<sup>®</sup>  
IMPLY.COM

# IMPLY® PRODUCT WARRANTY TERMS AND CONDITIONS

This document is attached along with a Commercial Invoice for all products marketed by ImPLY Tecnologia Eletrônica and guarantees the correct operation of our equipment for up to 1 (one) year, from the date of issuance of the Commercial Invoice. Please read terms below:

## WARRANTY TERM:

1) During this period, any equipment will be replaced at no cost to the client, for all the pieces and components that present proven design or manufacturing defects. The manufacturing defects in the consumable items must be communicated within 30 days of the effective delivery of the product, according to the article 26 of Brazilian law 8078/90.

2) Periodic maintenance, and adjustments foreseen in the technical operation manual during the equipment installation are the responsibility of the client, and are not under warranty. Other consumable materials, such as: strings, pins, balls, shoes, belts, paper, toner for printer, grease and lubricating oil, cleaning material, are not under warranty.

3) ImPLY Tecnologia Eletrônica LTDA reserves the right to change, modify, improve or make changes that judges necessary, in any component of the equipment, at any time and without notice, and does not assume the responsibility to incorporate the changes in products already sold.

4) This warranty applies only to new products and is extended only to the first buyer. This warranty does not apply to any components that have been modified or subject to misuse, accident, neglect, abuse, alteration, tampering, or lack of reasonable care.

5) All parts, in order to be replaced under warranty must be conditionally analyzed by our technical department. Any warranty on our equipment shall be forfeited, even during its validity, if the damage is a result of:

a) Incompatibility caused by products purchased from third parties and installed with ImPLY products, such as: software, hardware, peripherals, accessories, cleaning, conditioning or maintenance machines;

b) Defects originated from bad use, loss of pieces, improper transportation performed by the client outside the conditions predicted on the technical manual, improper storage, or the constatation or signals that show damages provoked by accident or nature agents, such as: atmospheric conditions, moisture, storms, lightning, movement of the building, movement of foundations (i.e., joists, stringers, underlayment, underlying, or other surfaces), burning, falls, floods, floodings, water, wrong installations, fortuitous case, depredations or major force, or from other causes over which the manufacturer has no control;

b.1) Buyer's failure to meet specified electrical requirements, in case the product is connected to an electric network outside of the standards specified on the manual or subjected to variation in voltage and/or power, if there is not an earth wire connection, or if the seal is violated, including improper installation of isolated grounds or surge suppressors;

b.2) In case it is constatated that the product contacted water, oil, resin, corrosives or any other liquid not indicated on the technical manual;

b.3) In case it is constatated that the equipment have had contact with extreme temperatures, outside the indicated for operation on the technical manual, such as excessive cold or heat. Shrinking, swelling, sticking, or slipping due to temperature or humidity conditions outside limits specified in applicable product manuals;

c) If is removed or omitted the registered marks belonged to ImPLY Tecnologia Eletronica or replaced by any other registered marks or identification that is not ImPLY Tecnologia Eletronica;

d) Improper installations, repairs, replacements, maintenances or modifications performed by anyone other than ImPLY Tecnologia Eletronica authorized team;

d.1) Having the original circuits changed, violated, modificated, repaired or adjusted by anyone other than ImPLY authorized team;

- e) Buyer's failure to maintain products in accordance with applicable product manuals and service bulletins. Neglect or incompetence in the inadequate use/handling of the equipment inappropriately as designed for, or non-compliance with the instructions provided in the instructions manual, such as the identification of objects that obstruct the equipment ventilation, considering that good ventilation is an indispensable requirement for the equipment operation;
- f) Violation, modification, change of components, adjustments or repairs performed by anyone other than ImPLY authorized team;
- g) Physical damages on the external part of the product (kneads, scratches, manuscripts, descaracterization, burned components by electric discharge).
- h) Natural wear of the materials or stress due to the frequent use;
- i) Issues found from Viruses, spyware, or trojans caused by internet usage or unapproved software;
- j) Variation in color, texture, and finish between samples and actual product;
- k) Not presenting the Commercial Invoice or its copy.

#### **WARRANTY CLAIM PROCESS:**

6) During the warranty term, if equipment has a verified the manufacturing defect, ImPLY agrees to repair or replace the parts no later than 30 (thirty) days after receiving the client request. This term excludes the time and costs from freight, insurance and related taxes which shall be the sole responsibility of the customer.

6.1 The equipment model is required for all Maintenance Services and Technical Assistance requests. When calling for technical assistance please make you tell us the nature of your call.

6.2 If the customer requests ImPLY to send a technician to the site, the costs will be at the customer expenses. If it is necessary to mount scaffolding or lift equipment during warranty maintenance, these expenses will be borne by the customer.

6.2.1 Any other transport expenses incurred will be also charged by the end of the service through a detailed invoice once services have been rendered.

6.3 Requests may be made via e-mail ([saci@imply.com](mailto:saci@imply.com)), which can be accessed over the internet at [imply.com](http://imply.com) at the link Contact>Technical Support.

6.3.1 No later than 12 hours, the customer will receive a form that must be filled out correctly and returned via e-mail ([saci@imply.com](mailto:saci@imply.com)).

#### **WHAT TO DO IN CASE NEEDED SERVICES ARE NOT INCLUDED IN THIS WARRANTY:**

7) Even when equipment warranty is no longer valid, all equipment may be repaired and serviced diligently by ImPLY as the original Commercial Invoice copy is sent and the customer is responsible for all the repair and service costs.

7.1) Additional Maintenance Services and Technical Assistance can be requested from ImPLY, which will provide a specialized and trained technician capable efficiently performing your request in timely and professional manner.

7.2) For more comprehensive and extensive projects, we offer upon request, a customized extended warranty plan. This special warranty plans will be prepared and customized for your specific needs. For more information please contact our team to find out how the warranty can work for you.

#### **RESPONSIBILITY LIMITATIONS:**

8) ImPLY reserves the right to change the specifications of its drawings or products in subsequent versions, without any notice and without incur in the obligation to perform the same specifications in the products previously supplied.

9) The permanence of an imperfection due to lack of notice (claim) from the client, certainly will lead to other damages, automatically determining the final extinction of this warranty.

10) Imply USA LLC is not responsible for loss of data and / or software installed on the equipment during servicing. We recommend backing up any important information before sending for service.

**GENERAL INFORMATION:**

For further information, please contact directly our Imply Customer Service - SACI by phone +55 (51) 2106-8000 or email [saci@imply.com](mailto:saci@imply.com). The service schedule is: Monday to Friday, from 08:00 to 11:45 and from 13:15 to 18:00, local time (GMT-3).

This term will only have validity with the presentation of the Commercial Invoice (or its copy) and the equipment series number, posted in the external parts of the own equipment.



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## **ATTACHMENT I – WARRANTY ON THE EQUIPMENTS INSTALLED BY IMPLY®:**

This attachment applies to equipment and products that were supplied and installed by Imply Tecnologia Eletrônica LTDA, to ensure equipment guarantee for the warranty term of one (1) year, from the date of issue of the Acceptance Agreement, in counter mode, applying if alternative the Warranty Term.

The condition required to validate Attachment I for the warranty term and the conditions to be exercised by Imply Tecnologia Eletrônica LTDA is that the customer makes available a resident technician on the client's expenses to be available on-site during the installation of the equipment. This resident technician must be hired and retained by the client as a requirement for the activation of the warranty term, which this person will receive specific beginning on the second day of installation by Imply Tecnologia Eletrônica LTDA. If the customer does not provide any resident technician, Attachment I of this warranty term becomes null and void.

At the end of training, Imply Tecnologia Eletrônica LTDA reserves the right to evaluate the technician capability, and will be able to request, if necessary, a new technician if the former is not able to perform the required functions. If the client does not provide the technician, it voids the warranty for the equipment. The client has until the end of the installation or 30 days to provide a new technician to be trained at his/her expenses.

All training for the resident technician will occur during the installation of the equipment. If the client opts for another date within the first thirty (30) days from the issuance of the term of acceptance, will assume the costs of travel, room, board and service hours of the IMPLY technician. Should the resident technical be replaced during the period of this warranty, all costs with the training will be exclusive responsibility of the customer.

The equipment maintenance can be performed only and exclusively by a capable technician evaluated by Imply Tecnologia Eletrônica LTDA. Opening or breaking of the equipment installed by a technician not accredited by IMPLY voids all warranties on the equipment.

After delivering and installing all equipment, this attachment to the warranty term shall be activated only after 2 (two) copies of the Term of Acceptance have been completed and signed by the customer. If the customer denies to sign the document or is not present, the Term of Acceptance signed by Imply Tecnologia Eletrônica LTDA will be considered issued, plus two witnesses identified by name and reference number.

This attachment will have its validity canceled in case of delaying on the equipments installation more than 30 (thirty) days from the contract between the customer and Imply, except if the delay is at fault of the manufacturer.