

WARRANTY INFORMATION

Integrated Laser Inc.

Printers: Terms and Conditions

INTEGRATED LASER INC (herein referred to as "ILC")

agrees to provide the services, warranties and guarantees as set out herein to the individual or organization as described on the face of this agreement (herein referred to as the "Customer") for all units of equipment (herein referred to as "Products") listed on the face hereof, in accordance with the following terms and conditions:

1. TERM:

- a) The initial term of this agreement shall be twelve (12) months commencing on the date that the service was completed by ILC.
- b) ILC will provide the Customer notice of the expiration of the ILC Printer Warranty.

2. WARRANTY SERVICES:

- a) ILC warrants the workmanship against defect for the term of this agreement.
- b) Warranty is provided only on the service performed by ILC and shall be limited to mechanical components only:
 - i) Warranty coverage under this agreement is limited to the use of ILC remanufactured toner cartridges or Original Equipment Manufacturer equivalent – see attached ILC Toner Cartridge Warranty
 - ii) The Customer shall use only media, which meets the Original Equipment Manufacturers paper, label, transparency and envelope specifications - see attached specifications
 - c) ILC warrants that in the event a defect is discovered by the customer and confirmed by ILC, then ILC shall have the sole discretion or opinion, to repair or replace, any parts that prove to be defective and restore the Product to proper operational order. The Customer's sole and exclusive remedy, hereunder shall be limited to this repair or replacement.
 - d) ILC shall provide the remedial maintenance and service, or at its opinion, replacement parts that ILC deems necessary and appropriate in order to restore any defective Product to proper condition. In that regard, ILC may replace the defective part in whole or in part and may use remanufactured and/or refurbished parts in performing its obligation hereunder. ILC shall have no obligation to return replaced parts to the Customer.
 - e) This warranty shall be null and void, if in ILC's opinion, the product or part was

damaged by neglect, misuse (including faulty installation, repair or maintenance by parties other than ILC or its representatives, accident, modification without the express prior written approval of ILC, use

of non-compatible devices or defacing the equipment serial number).

- f) Products not previously covered by ILC Printer Warranty may be placed on ILC Printer Warranty following an inspection by an ILC

representative and completion of any necessary repairs to restore Products to proper operating condition. The cost of the repairs shall be charged to the Customer.

3. CHARGES:

- a) Charges for the ILC Printer Warranty shall be those in effect on the date that the Customer receives the printer assessment but not to exceed thirty (30) days.
- b) Any non-warranted items shall be billed in accordance with ILC's current pricing structure for service.
- c) All charges shall be due and payable on the day of the completion of the work by ILC. Payment shall be made by approved credit card, purchase order, certified cheque or money order, unless there exists a previous credit vehicle with ILC.

4. CUSTOMER OBLIGATIONS:

The Warranty service to be provided herein is contingent upon the Customer complying with the ILC Printer Warranty Program requirements described herein.

5. NON-COVERED SERVICES:

Services provided pursuant to this agreement:

- i) Electrical work external to the product
- ii) Addition, installation, removal or maintenance of accessories, attachments, machines or other devices not covered by this agreement (ie: envelope feeders, duplexing units)
- iii) Repair, maintenance and adjustment of the Products required for reasons other than ordinary wear and tear as more fully described in paragraph 2 (e), above
- iv) Furnishing of supplies, accessories or consumable items such as paper, toner, quartz-halogen lamps and maintenance kits (refer to 2i & 2ii)
- v) Refinishing or replacement of any external cosmetic plastic or plated part including the cabinet and cabinet parts
- vi) Improper environment (including lack of proper air venting, temperature or humidity control), unusual physical or electrical stress or interference, failure or fluctuation of electrical power (power surges), lightning or static electricity
- vii) Relocation and reinstallation of the Products or where the toner cartridge was not removed upon relocation
- viii) Acts of God
- ix) All electrical components (eg. Laser scanner, AC/DC controllers, etc.)
- x) Maintenance/Fuser Kits that exceed 1 year warranty/OEM page specs.

6 LIMITATION OF LIABILITY:

- a) There are no other warranties or representations save as set out in the Agreement. The warranties provided herein are in lieu of all other warranties, express or implied by operation of law or otherwise. ILC expressly disclaims any warranty or condition of merchantable quality or fitness for a particular purpose.
- b) ILC shall not be liable for special, incidental, indirect or consequential damages arising from

the use, performance or furnishing of any Product or service hereunder.

c) ILC shall not be liable for any loss of use, profit or revenue including profits, downtime, goodwill, damage to or replacement of equipment and property and any cost of recovering, reprogramming or reproducing any program or data stored in or used with ILC products.

d) ILC liability hereunder to the Customer from any cause whatsoever and regardless of the form of action shall be limited to the cost required to replace the defective portion of the Product with comparable equipment.

7. NOTICE:

Any notice provided or permitted hereunder shall be in writing and given by personal delivery, mail or electronic

Communication and, if intended to be given to the Customer, then addressed to the Customer at the address set forth. This Agreement and if intended to be given to ILC, addressed to ILC at 2413 Holly Lane, Ottawa, Ontario K1V 7P2.

8. GENERAL:

a) This Agreement constitutes the complete agreement between ILC and the Customer and supersedes all previous agreements both oral and written.

b) The terms and conditions of the Agreement shall govern notwithstanding the submission of a Customer purchase order containing alternate terms and conditions.

c) The Customer shall not assign or transfer the rights or obligations hereunder without the prior written consent of ILC. ILC may sub-contract performance of its obligations hereunder to third parties but shall not be relieved of its responsibilities thereby.

d) Neither party shall be in default for any delay or failure to perform its obligations under this Agreement resulting from

Acts of God, the elements, strikes, shortage of parts, labour or transportation or any other causes beyond the reasonable control of such party.

e) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.