

**Warranty & Claims Policies**

**As Applicable to E&I Contract # CNR01373**

**WARRANTY:**

Supplier expressly warrants that it will provide Member with pass-through of all manufacturers' warranties for all office products sold to Member. Supplier expressly warrants that all Supplier-branded Office Products provided by it are (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design and workmanship for whichever period is shorter, either one year from the date of purchase or as otherwise specified on the packaging of the Office Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any.

In addition to the above warranty provision, Supplier certifies and warrants that all products sold to Member Institutions shall be:

- New and Genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

Any non-new products offered to Member institutions (such as remanufactured toner cartridges) shall be clearly indicated as such.

Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States. The foregoing warranty shall not apply with respect to any product containing material provided to Supplier by E&I and/or a Member Institution.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**CLAIMS:**

**Returns-Defective and Non-Conforming Goods or Services-**If any goods or services furnished under this Agreement are defective or non-conforming, or fail to meet warranties, specifications or other provisions of this Agreement, any of the following remedies shall be available to the applicable Member institution.

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at Supplier's own expense.
- **Cancellation:** Member institution may cancel and order of in-stock products, unless otherwise agreed upon by Supplier and Member institution, or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member institution for products or services purchased shall be refunded by Supplier and/or its agents.
- **Like-for Like:** Like-for-like equipment throughout the entire Term or applicably warranty period shall be provided at no cost to the Member institution in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such returned goods at its own expense and if Supplier fails to remove such goods, Member institution may return all or any portion of such goods at the expense of the supplier.
- **Risk of Loss and Storage:** All returned goods shall be held at Supplier's risk and Supplier shall pay all expenses incurred including storage costs.
- **Products under Warranty:** The decision to replace such replacement products or accept warranty repair shall be at the sole discretion of the Member institution except in the event the Member institution fails to provide timely notice of product failure to Supplier.
- **After Warranty Period:** After the applicable warranty period, Supplier will use commercially reasonable efforts to make service agreements available to applicable Member institution. Supplier, the manufacturer, or authorized third party may provide such maintenance.