

VERAMAX INKJET INKS ENDUSER LIMITED WARRANTY

If a manufacturing or design defect of VERAMAX Inks or Cartridges are proven to be the direct cause of a printer breakdown resulting in the cancellation of the equipment warranty or denial of service by the printer manufacturer, VERAMAX will provide reimbursement for One Hundred Percent (100%) of the costs, to a maximum of \$3000.00 USD required to repair damage to the ink delivery system, subject to the following:

The printer has never been operated with other ink than Epson or Veramax;

Nustream's liability under this Limited Warranty is limited to a reimbursement of One Hundred Percent (100%), to a maximum of \$3000.00 USD, calculated from (a) the cost of replacement parts directly damaged by VERAMAX inks, (b) technician's labor expenses associated with their installation and (c) a maximum of \$500.00 of associated costs relating to technician's travel, accommodation and other out of pocket expenses.

Nustream shall not be liable for labor costs associated with graphic production, graphic application, equipment downtime or any other consequential damages related to a claim under the Limited Warranty. It is the user's responsibility to immediately cease using defective product. Nustream's consideration of the claim will be based on the customer demonstrating that the inks were correctly installed in properly functioning equipment and that damage to the printer was a sole result of a manufacturing or design defect of the VERAMAX inks. Nustream is not responsible for loss or damage caused by improper care or maintenance of equipment or repairs that would be associated with normal equipment operation.

Notification of claim:

In the event of a claim under the **VERAMAX LIMITED WARRANTY**, enduser is required to provide notification of claim within five business days of technician's service report. Upon notification, a warranty claim report will be provided to the customer within five business days outlining the information required for consideration of the claim. This will include, but is not necessarily limited to:

Veramax ink or cartridge batch number; copies of invoices showing purchase values of the ink in use at the time of damage; copies of service reports specifying damage to the equipment, cost of replacement parts and installation labor. Nustream reserves the right to inspect all parts reported damaged and to perform an on site inspection at Nustream's cost and discretion prior to payment of any claims.

THE FOREGOING WARRANTIES BY NUSTREAM RELATING TO THE VERAMAX INKS ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NUSTREAM EXPRESSLY EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

EXCEPT AS EXPRESSLY CONTAINED HEREIN, NUSTREAM SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO THE CUSTOMER OR TO ANYONE ELSE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, UNSPECIFIED DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO ITS VERAMAX INKS OR TO THIS WARRANTY.