



## **INX Digital Ink Train Warranty for Triangle™ Inks**

### **What INX Digital Warrants**

INX Digital's Ink Train Warranty is granted by INX Digital to the original purchaser of Triangle™ inks manufactured by INX Digital and to the end-user if the inks were purchased through an authorized member of Triangle's™ Global Dealer Network.

INX Digital warrants that their Triangle™ inks, when properly used in accordance with the terms and conditions of this Warranty, shall not cause damage to the ink train of the printer of their intended use.

"Ink Train" for the purpose of this warranty is defined as the wetted parts of the printer, to include the filters, dampers and print heads.

### **Guarantee Against Performance Failure**

In the event that the Triangle™ inks manufactured by INX Digital fail to perform as guaranteed in this warranty, INX Digital and/or its authorized agent or distributor will replace the damaged wetted parts of the printer (or issue a credit for this component where, at INX Digital's sole discretion, replacement is not reasonably possible).

All statements, technical information and recommendations about INX Digital products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All INX Digital products are sold with the understanding that Purchaser has independently determined the suitability of such products for its purposes. It is expressly agreed and understood that INX Digital's sole obligation and Purchaser's exclusive remedy under this warranty, or under any other warranty, express or implied or otherwise, shall be limited to servicing (replacement or repair) of the affected wetted parts of the printer if the proper claim process is followed and it is found that INX Digital's Triangle™ inks are the sole cause of the failure.

### **Notification of Claim**

This Ink Train Warranty requires that INX Digital and/or its authorized Triangle™ agent or distributor be notified in writing of any claims within three (3) days of suspected failure.

In order to make a warranty claim, the proper escalation procedure must be followed:

- Completed TS1 form submitted to the authorized Triangle™ dealer through whom the inks were purchased along with supporting photographs, test prints or other documentation that will assist INX Digital in the evaluation of the issue submitted with the TS1
- TS1, TS2 and TS3 (where appropriate) submitted
- A documented TS issue must be created (done after customer submits a completed Tech Support form via the Triangle™ website)
- Documentation of printer OEM and INX Digital preventative maintenance suggestions
- Completed Proof of Ink Conversion and Warranty Registration Form (see Appendix A)

INX Digital reserves the right to inspect all reported claims. Failure to comply constitutes a waiver of all rights under this Ink Train Warranty.

With required documentation, all settlements first require the approval of the INX Digital President. With approval, service will be provided or credit will be given to the appropriate customer account as per the terms of this warranty.

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### Conditions to Warranty

This warranty will apply to failures resulting from normal use of Triangle™ inks and it will apply only if:

- All Triangle™ inks were directly supplied by INX Digital or any of its authorized Triangle™ distributors or dealers.
- Triangle™ inks were stored at all times, prior to their use, following the recommended storage conditions (see individual bottle labels for specific ranges).
- All Triangle™ inks are used within 6 months of delivery or its otherwise noted shelf life.
- All Triangle™ inks are used in accordance with all specifications, recommendations, instructions and manuals provided by INX Digital or any of its authorized Triangle™ distributors.
- Triangle™ ink and/or bulk ink delivery system has been installed by an authorized Triangle™ trained technician.
- Triangle™ dealer or distributor must have participated in Triangle's™ technical training seminars and have complied with all terms of the Triangle™ Dealer Agreement
- Customer has not failed to timely complete any payment due to INX Digital or any authorized Triangle™ distributor.

### Warranty Limitations

**Limitation of Product Misuse.** This warranty does not cover printers that are modified or damaged through misuse, abuse, accident, vandalism, neglect or mishandling of processed or unprocessed materials by Purchaser or any other person. Before using for any other application, user shall determine the suitability of the product for its intended use and user assumes all risk and liability in connection therewith.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS DESCRIBED HEREIN. INX DIGITAL SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF TRIANGLE DIGITAL INX. IN NO EVENT SHALL INX DIGITAL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL. INX DIGITAL'S LIABILITY ON ANY CLAIM OF ANY KIND SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.



## Proof of Ink Conversion and Warranty Registration



### END USER

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Site Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date of ink conversion: \_\_\_\_\_

Printer Make: \_\_\_\_\_

Printer Model: \_\_\_\_\_

### AUTHORIZED TRIANGLE™ INK DEALER

Company: \_\_\_\_\_

Authorized Technician: \_\_\_\_\_

Branch Location Address: \_\_\_\_\_  
\_\_\_\_\_

Technician Phone: \_\_\_\_\_

Technician e-mail: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Firmware Version: \_\_\_\_\_

Age of Printer: \_\_\_\_\_

**\*\* NOTE: This form must be completed by the authorized technician at the time of the ink conversion. \*\***

### On-site Conversion Checklist

 Two sets of pre-conversion Nozzle Tests/Test Draws printed

 Two sets of benchmark prints printed

File name(s) \_\_\_\_\_

Print Quality (Resolution/# Passes) \_\_\_\_\_

 Two sets of post-conversion Nozzle Tests/Test Draws and benchmark prints printed

 Any print quality issues prior to conversion?  Yes  No If **Yes**, please describe: \_\_\_\_\_

 Please describe any issues during the conversion process: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 One set of pre- and post-conversion prints left for end-user

 One set of pre- and post-conversion prints sent to INX Digital Americas offices with completed *Proof of Ink Conversion and Warranty Registration*

If there are any issues during the conversion process, the authorized Triangle™ technician should contact INX Digital's Technical Support department immediately at 1-800-895-8001 (press 4 at the prompt) for assistance. For technical support after the ink conversion, please contact your authorized Triangle™ ink dealer for support.

The dealer is responsible for contacting INX Digital for additional support or to initiate any warranty-related claim. Dealer is solely responsible for the ink conversion. IN no event should INX Digital be responsible for any damage arising from improper ink conversion performed by the dealer, either indirectly or directly. This includes, but is not necessarily limited to, damages arising from improper and inaccurate conversion procedures. The only warranties provided by INX Digital are those described in the **INX Digital International Co. Ink Train Warranty for Triangle™ Inks** and the **INX Digital International Co. Worldwide Ink Durability Warranty for Triangle™ Inks**. Dealer is not authorized to make any warranties or representations on INX Digital's behalf as related to any INX Digital products or services.

No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise, except as set forth above referenced warranties (which is made expressly in lieu of all other warranties) shall apply to the products described herein. INX Digital specifically disclaims and excludes all other such warranties. No waiver, alteration, addition or modification of the foregoing shall be valid unless made in writing and signed by an authorized representative of INX Digital.

In no event shall INX Digital be liable for any incidental or consequential damages including, but not limited to, loss of profit, loss of use or production or loss of capital. INX Digital's liability on any claim of any kind shall in no case exceed the amount expressly provided for in this warranty. This limitation applies regardless of whether the damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

I have received a copy, read, understand and agree to the terms and conditions stipulated on this **Proof of Ink Conversion and Warranty Registration**.

 \_\_\_\_\_  
 End User Name (printed)

 \_\_\_\_\_  
 Authorized Technician (printed)

 \_\_\_\_\_  
 End User Signature

 \_\_\_\_\_  
 Authorized Technician Signature

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Date

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