

# Letter of Guarantee

## 1.0 Basis

Marabu guarantees that after a change-over to Marabu inks, no ink-carrying components of the printing machine will be damaged under the conditions listed below.

Prerequisite for the guarantee is that the respective ink is being employed for the machines / applications specified in the Technical Data Sheet/product specifications.

## 2.0 Prerequisites for the Guarantee

The following points are essential for a successful change-over to Marabu inks which will be covered by the Marabu warranty:

- The following printouts must be documented before and after the change-over to Marabu Digital printing inks in order to state the quality of the printer and print heads:
  - Nozzle Test
  - Machine Report  
(If the printing machine does not offer a printout of such a report, evidence regarding the age of the machine and the print heads must be provided by a service report or similar)
  - Proof of the last inspection/maintenance
- The above mentioned printouts must be documented by the customer or the Marabu Partner in the final change-over report. The report must be signed by the technician who made these printouts.
- The documents will be stored by a Marabu Partner. The documents must be presented in the event of a claim.
- Furthermore, the processing of the Marabu inks must comply with the details specified in the Technical Data Sheet as well as in the guidelines issued by the machine manufacturer, especially in terms of the recommended maintenance cycles and process steps. These maintenance cycles must also be documented and submitted if required. Marabu is not obliged to provide the respective original documentation issued by the printer manufacturer.
- The shelf life of the inks must not be exceeded.
- Immediate and complete notice of complaint in case of damage (see chapter 6.0)

Marabu can only vouch for damages which:

- are caused by Marabu ink
- have been culpably caused by Marabu
- are particularly not related to an erroneous operation of the printing machine
- are particularly not caused by mechanical damage or wear down of machine parts like e.g. print heads

Marabu will bear the cost of investigating the claim until the cause is identified. The investigations will be carried out with the latest, industry-specific common examinations, carried out by external laboratories if necessary. If the actual cause cannot be identified in due time and at reasonable costs, or if proof is impossible, the damage is deemed not culpably caused by Marabu inks. Regardless of this, it is up to the customer to examine the cause and to provide evidence at his own expenses.

### 3.0 Warranty period

The duration of the warranty depends on the state of the printing machine and print head as follows:

#### Description of the cases:

1. **New printing machine, new print head**

A new printing machine with new print heads is installed and initially filled with Marabu inks. The warranty is valid in accordance with the manufacturer's warranty, for a maximum of 12 months after initial filling.

2. **Existing printing machine, new print head**

An existing printing machine is equipped with (a) new print head(s) before the change-over to Marabu inks is carried out. The warranty is valid for 6 months after change-over.

3. **Existing printing machine, existing print head**

Warranty does not apply in this case.

The above mentioned warranty periods apply for Beta Phases, if the customer changes over to a new Marabu product in the context of a Beta Phase and if he is aware of this fact. Furthermore, the above mentioned warranty periods apply for initial fillings of new machines or for change-over from OEM ink to Marabu ink. In case of ink change-over from non-OEM inks to Marabu, the duration is reduced by half.

### 4.0 Beneficiaries

Only customers who bought the ink that caused the damage at Marabu are beneficiaries for this warranty according to this letter.

### 5.0 Customers without direct entitlement

Claims which are submitted by customers who aren't beneficiaries according to chapter 4.0 must be processed via the Marabu Partner who sold the ink. The customer must inform the Marabu Partner immediately. Submission to the Marabu Headquarters directly is not possible.

### 6.0 Content and procedure of a damage claim

For a complete examination of a claim report the following information /documentation is mandatory:

- Marabu claim report with a clear description of the problem
- Documentation of the change-over (see chapter 2.0)
- Current print samples showing the damage
- If a damaged printhead or ink-carrying component is sent away, it must be soaked in a suitable transport fluid (available upon request) in order to avoid drying up during transport - otherwise examination and replacement is impossible
- Individual evidence for the reported amount

Claims must be submitted to the Marabu Claim Coordination Department of the Marabu GmbH & Co. KG, D - 71732 Tamm immediately, i.e. within a week after the damage occurred.

Examination can only take place if all necessary documentation is provided. Since only beneficiaries according to chapter 4.0 can report a claim, they are considered as contact person during the process of clarification.

## 7.0 Extend of the warranty and compensation

The warranty covers compensation for:

- Costs for original parts to replace the damaged ink-carrying components, which are directly related to the cause of the damage
- Reasonable effort for the replacement of the ink-carrying components by a technician. The costs for a non-Marabu technician are not subject to compensation unless otherwise agreed on with Marabu.

Used spare parts cannot be covered by this warranty.

Evidence (invoices, reports, etc) of all expenses must be provided in advance.

Compensation for damaged ink-carrying components can be paid once the above mentioned documents are provided and the investigation shows that all requirements listed in chapter 2.0 were met and according to chapter 2, last paragraph, the damage was culpably caused by Marabu inks.

The warranty does not cover any further material, personal, or financial damages, especially no consequential damages.

It is the customer's duty to take all measures to minimize the damage.