BROTHER® ONE-YEAR LIMITED WARRANTY AND REPLACEMENT SERVICE – MW PRINTER (USA ONLY)

Who is covered:

- This limited warranty ("warranty") is given only to the original end-use/retail purchaser (referred to in this warranty as "Original Purchaser") of the accompanying MW Printer, consumables and accessories (collectively referred to in this warranty as "this Printer").
- If you purchased a Printer from someone other than an authorized Brother reseller in the United States or if the Printer was used (including but not limited to floor models or refurbished Printers), prior to your purchase you are not the Original Purchaser and the Printer that you purchased is not covered by this warranty.

What is covered:

- This Printer includes a Printer and Consumable and Accessory Items. Consumable and Accessory Items include but are not limited to paper cassette, battery, and adapter.
- Except as otherwise provided herein, Brother warrants that the Printer and the accompanying Consumable and Accessory Items will be free from defects in materials and workmanship, when used under normal conditions.
- This warranty applies only to Printers purchased and used in the United States. For Printers purchased in, but used outside, the United States, this warranty covers only warranty service within the United States (and does not include shipping outside the United States).

What is the length of the Warranty Periods:

- Printer: one year from the original purchase date.
- Accompanying Consumable and Accessory Items: 90 days from the original purchase date or the rated life of consumable, whichever comes first.

What is NOT covered:

This warranty does not cover:

(1) Physical damage to this Printer;
(2) Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting this Printer without the proper preparation and/or packaging);
(3) Damage caused by another device or software used with this Printer (including but not limited to damage resulting from use of non Brother®-brand parts and Consumable and Accessory Items);
(4) Consumable and Accessory Items that expired in accordance with a rated life;
(5) Problems arising from other than defects in materials or workmanship.

This limited warranty is VOID if this Printer has been altered or modified in any way (including but not limited to attempted warranty repair without authorization from Brother and/or alteration/removal of the serial number).

What to do if you think your Printer is eligible for warranty service:

Report your issue to our Customer Service Hotline at 1-877-BROTHER (1-877-276-8437) **within the applicable warranty period**. Supply Brother with a copy of your dated bill of sale showing that this Printer was purchased within the U.S.

What Brother will ask you to do:

After contacting Brother you will be required to send the Printer properly packaged, freight prepaid, to Brother together with a photocopy of your bill of sale. Brother **will provide a Return Authorization Number (i.e RA#) that must be written on the outside of the carton that contains your Printer and instruction to where you should return your Printer. You are responsible for the cost of shipping, packing the Printer, and insurance (if you desire). You are also responsible for loss or damage to this Printer in shipping.**

What Brother will do:

If the problem reported concerning your Printer and/or accompanying Consumable and Accessory Items is covered by this warranty and if you first reported the problem to Brother within the applicable warranty period, Brother will repair or replace the Printer and/or accompanying Consumable and Accessory Items at no charge to you for parts or labor. The decision as to whether to repair or replace the Machine and/or accompanying Consumable and Accessory Items is made by Brother in its sole discretion. Brother reserves the right to supply a refurbished or remanufactured replacement Printer and/or accompanying Consumable and Accessory Items and use refurbished parts provided such replacement Printers conform to the manufacturer's specifications for new Printer/parts. The repaired or replacement Printer and/or accompanying Consumable and Accessory Items will be returned to you freight prepaid.

If the Printer and/or accompanying Consumable and Accessory Items are not covered by this warranty (either stage), you will be charged for shipping the Printer and/or accompanying Consumable and Accessory Items back to you and charged for any service and/or replacement parts/Printers at Brother's then current published rates.

The foregoing are your sole (i.e., only) and exclusive remedies under this warranty.

What happens when Brother elects to replace your Printer:

Brother's Express Exchange Service Brother will send to you a replacement Printer shipped for receipt within two business days, with the understanding that you will, after receipt of the replacement Printer, supply the required proof of purchase information, together with the Printer that Brother agreed to replace. You are then expected to pack the Printer that Brother agreed to replace in the package from the replacement Printer and return it to Brother using the pre-paid freight bill supplied by Brother in accordance with the instructions provided by Brother. Since you will be in possession of two machines, Brother will require that you provide a valid major credit card number. Brother will issue a hold against the credit card account number that you provide until Brother receives your original Printer and determines that your original Printer is entitled to warranty coverage. Your credit card will be charged up to the cost of a new Printer only if: (i) you do not return your original Printer to Brother within five (5) business days; (ii) the problems with your original Printer are not covered by the limited warranty; (iii) the proper packaging instructions are not followed and has caused damage to the Printer; or (iv) the warranty period on your original Printer has expired or has not been sufficiently validated with a copy of the proof of purchase (bill of sale). The replacement Printer you receive (even if refurbished or remanufactured) will be covered by the balance of the limited warranty period remaining on the original Printer, plus an additional thirty (30) days. You will keep the replacement Printer that is sent to you and your original Printer shall become the property of Brother. **Retain your original Accessory Items and a copy of the return freight bill, signed by the courier.**

Limitations:

Brother is not responsible for damage to or loss of any equipment, media, programs or data related to the use of this Printer. Except for the repair or replacement as described above, Brother shall not be liable for any direct, indirect, incidental or consequential damages or specific relief. Because some states do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to you.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, DRAWING, MODEL OR SAMPLE. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- This Limited Warranty is the only warranty that Brother is giving for this Printer. It is the *final expression and the exclusive and only statement* of Brother's obligations to you. It replaces all other agreements and understandings that you may have with Brother or its representatives.
- This warranty gives you certain rights and you may also have other rights that may vary from state to state.
- This Limited Warranty (and Brother's obligation to you) may not be changed in any way unless you and Brother sign the same piece of paper in which we (1) refer to this Printer and your bill of sale date, (2) describe the change to this warranty and (3) agree to make that change.

Important: *We recommend that you keep all original packing materials, in the event that you ship this Printer.*

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