

Brother™ Three-Year Limited Warranty with Replacement and Depot Service (USA Only)

Who is covered:

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

What is covered:

- This Product includes a Machine and Consumable and Accessory Items. Consumable and Accessory Items include but are not limited to toner cartridges, drums, print heads and ink cartridges.
- Except as otherwise provided herein, Brother warrants that the Machine 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 products purchased and used in the United States. For products 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 Period(s):

- Machines have a two-stage warranty: 2 years from the original purchase date and an additional warranty up to 3 years from the original purchase date.
- Accompanying Consumable and Accessories Items have a one-stage warranty: 90 days from the original purchase date or the rated life of the Consumable Item, whichever occurs first.

What is NOT covered:

This warranty does not cover:

- (1) Physical damage to this Product;
- (2) Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting this Product without the proper preparation and/or packaging);
- (3) Damage caused by another device or software used with this Product (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; and,
- (5) Problems arising from other than defects in materials or workmanship.
- (6) Normal Periodic Maintenance Items beyond their rated life, such as Waste Ink Absorber, Paper Feeding Kits, Fuser and Laser Units.

This warranty is VOID if this Product 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 Product is eligible for warranty service:

Report your issue to either our Customer Service Hotline at 1-877-BROTHER (1-877-276-8437) or a Brother Authorized Service Center within the applicable warranty period. Supply Brother or the Brother Authorized Service Center with a copy of your dated bill of sale showing that this Product was purchased within the U.S. For the name of local Brother Authorized Service Center(s), call 1-877-BROTHER (1-877-276-8437) or visit our web site at www.brother-usa.com.

What Brother will ask you to do:

After contacting Brother or a Brother Authorized Service Center, you may be required to deliver (by hand if you prefer) or send the Product properly packaged, freight

prepaid, to the Authorized Service Center together with a photocopy of your bill of sale.

You are responsible for the cost of shipping, packing product, and insurance (if you desire). You are also responsible for loss or damage to this Product in shipping.

What Brother will do:

First 2 Years: If the problem reported concerning your Machine and/or accompanying Consumable and Accessory Item(s) is covered by this warranty and if (i) you first reported the problem with your Machine to Brother or an Authorized Service Center within 2 years from the original purchase date or (ii) you first reported the problem with the accompanying Consumable and Accessory Items to Brother or an Authorized Service Center within the earlier of 90 days from the original purchase date or the rated life of the item, Brother or its Authorized Service Center will repair or replace the Machine and/or accompanying Consumable and Accessory Item(s) 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 Item(s) is made by Brother in its sole discretion. Brother reserves the right to supply a refurbished or remanufactured replacement Machine and/or accompanying Consumable and Accessory Item(s) and use refurbished parts provided such replacement products conform to the manufacturer's specifications for new product/parts. The repaired or replacement Machine and/or accompanying Consumable and Accessory Item(s) will be returned to you freight prepaid or made available for you to pick up at a conveniently located Authorized Service Center.

2 Years to 3 Years:

If the problem reported concerning your Machine is covered by this warranty and if you first reported the problem after 2 years, but before 3 years from the original purchase date, Brother or its Authorized Service Center will repair the Machine at no charge to you for

parts or labor. Brother reserves the right to use refurbished parts provided such refurbished parts conform to the manufacturer's specifications for new product/parts. The repaired Machine will be returned to you freight prepaid or made available for you to pick up at a conveniently located Authorized Service Center.

If the Machine and/or accompanying Consumable and Accessory Item(s) are not covered by this warranty (either stage), you will be charged for shipping the Machine and/or accompanying Consumable and Accessory Item(s) back to you.

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

What happens when Brother elects to replace your Machine:

When a replacement Machine is authorized by Brother, and you have delivered the Machine to an Authorized Service Center, the Authorized Service Center will provide you with a replacement Machine after receiving one from Brother. If you are dealing directly with Brother's Express Exchange Service Brother will send to you a replacement Machine shipped for receipt within two business days, with the understanding that you have provided the required proof of purchase information for the Machine that Brother agreed to replace. You are then expected to pack the Machine that Brother agreed to replace in the package from the replacement Machine and return it to Brother using the shipping 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 Product and determines that your original Product is entitled to warranty coverage. Your credit card will be charged up to the cost of a new Product only if: (i) you do not return your original Product to Brother within five (5) business days; (ii) the problems of your

original Product are not covered by the warranty; (iii) the proper packaging instructions are not followed and has caused damage to the product; or (iv) the warranty period on your original Product has expired or has not been sufficiently validated with a copy of the proof of purchase (bill of sale). The replacement Machine you receive (even if refurbished or remanufactured) will be covered by the balance of the warranty period remaining on the original Product, plus an additional thirty (30) days. You will keep the replacement Machine that is sent to you and your original Machine shall become the property of Brother. **Retain your original Accessory Items and a copy of the return shipping 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 Product. Except for that 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 Warranty is the only warranty that Brother is giving for this Product. 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 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 Product 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 product.