

# Brother® Five Year Limited Warranty (Custom Design Center)

This warranty gives you certain rights and you may also have other rights that may vary from state to state.

This warranty is given only to the end-use purchaser of the accompanying product (referred to in this warranty as "this Product").

## What is covered:

Brother warrants to you for the Warranty Period that there are no defects in the materials and workmanship of this Product. The "Warranty Period" is ninety (90) days for parts and labor from the date you purchased this Product. After 90 days and until five (5) years from date of purchase, Brother will furnish, free of charge, a replacement part for the defective part. You pay for labor.

## What is NOT covered:

This warranty is VOID – that is, this Product has no warranty – if: (1) you did not purchase this product from an authorized Brother reseller within the United States, (2) this Product has been cleaned, serviced, modified or tampered with by anyone other than an Authorized Service Representative of Brother, (3) the serial number has been modified, defaced or removed from this Product, (4) this Product has been abused or damaged, or (5) non-Brother® –

brand parts, supplies, power supplies or other accessories have been used with this Product.

## What to do if you think your Product is defective:

If you suspect a defect in materials or workmanship in this Product, you must report it to a Brother Authorized Service Center during the Warranty Period and supply Brother's representative with a copy of your dated bill of sale showing that this Product was purchased within the United States. For the name of your Brother Authorized Service Center, call 1-800-521-2846 or visit our Web site at [www.brother.com](http://www.brother.com). After contacting the Brother Authorized Service Center, you may be required to deliver or send this Product properly packaged, freight prepaid, to the Authorized Service Center together with a photocopy of your bill of sale.

## What Brother will do:

Brother (or its Authorized Service Center) will evaluate your report of a possible defect, and if it does exist, Brother (or its Authorized Service Center) will repair or (at Brother's option) replace this Product with a product that performs the same functions and performs as well as the original Product. Brother reserves the right to supply refurbished or remanufactured replacement

products provided that the replacement products conform to the manufacturer's specifications for new products. The repaired or replacement product will be returned to you at no cost.

## Limitations:

Repair or replacement as described above is your sole and exclusive (that is, your only) remedy if this Product is defective. 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, *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 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 OR MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY DISCLAIMED.

This Limited 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 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 Product and your bill of sale date, (2) describe the change to this warranty, and (3) agree to make that change.