

Warranty Information

Effective for printers sold after January 1, 2010

The THARO H-Plus Printers are warranted against defects in material or workmanship for 2 years from the date of original shipment by THARO SYSTEMS, INCORPORATED. The THARO H-600 Printers are warranted against defects in material or workmanship for 12 months (365 days) from the date of original shipment by THARO SYSTEMS, INCORPORATED. This warranty does not cover normal wear and tear and shall be null and void if the equipment is modified, improperly installed or used, damaged by accident or neglect, or in the event any parts are improperly installed or replaced by the user.

Since Printhead wear is part of normal operations, a H-427+ or H-435+ printer will have a Printhead warranty of 2 years from the date of original shipment by THARO SYSTEMS, or 2 million linear inches of use (500,000 for direct thermal printing), whichever comes first. H-626 and H-634 printers will have a Printhead warranty of 3 months (90 days) from the date of original shipment by THARO SYSTEMS, or 1 million linear inches of use (250,000 for direct thermal printing), whichever comes first. To qualify for this warranty, the Printhead must be returned to THARO or another authorized service center. Although the user is not required to purchase THARO brand supplies (media and/or ribbons), to the extent it is determined that the use of other supplies (media and/or ribbons) shall have caused any defect in the thermal Printhead for which a warranty claim is made, the user shall be responsible for THARO's customary charges for labor and materials to repair such defect. To the extent that it is determined that failure to follow the preventive maintenance schedule and procedures listed in the User Manual shall have caused any defect in the thermal Printhead for which a warranty claim is made, this limited warranty shall be void. Any Printhead returned to THARO with scratches or abrasions on the Printhead at the point of failure will be deemed abused and no warranty replacement will be provided.

THARO SYSTEMS' SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO FURNISH PARTS AND LABOR FOR THE REPAIR OR REPLACEMENT OF PRODUCTS FOUND TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD.

As a condition of this warranty, the user must: (a) obtain a THARO Return Authorization for the Printer, or subassembly(s); (b) ship the Printer or subassembly(s), transportation prepaid to the authorized service location; and (c) include with the Product or subassembly(s) a written description of the claimed defect. Unless THARO SYSTEMS authorizes return of the entire Product, the user shall return only the subassembly(s). Products returned shall be packaged in the original packing and shipping container or comparable container. In the event equipment is not so packaged or if shipping damage is evident, it will not be accepted for service under warranty. Surface transportation charges for the return of the Printer to the customer shall be paid by THARO SYSTEMS within the 48 contiguous states and the District of Columbia. Customer shall pay shipping costs, customs clearance, and other related charges outside the designated area. If THARO SYSTEMS determines that the Product returned to it for warranty service or replacement is not defective as herein defined, BUYER shall be subject to a minimal labor charge and all costs of handling and transportation.

Warranty Exclusions and Conditions

The above warranties are in lieu of all other warranties, expressed or implied, oral or written, statutory or otherwise, including any **implied warranty of merchant-ability or fitness for a particular purpose**.

THARO SYSTEMS shall not be responsible for the specific application to which any Products are applied, including but not limited to compatibility with other equipment.

All statements, technical information and recommendations relating to THARO Products are based upon tests believed to be reliable but do not constitute a guarantee or warranty.

THARO SYSTEMS SHALL NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, BE LIABLE TO THE BUYER OR ANY OTHER PARTY FOR LOST PROFITS, DIMINUTION OF GOODWILL OR ANY OTHER SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM HEREUNDER. IN ADDITION, THARO SYSTEMS' LIABILITY FOR WARRANTY CLAIMS SHALL NOT, IN ANY EVENT, EXCEED THE INVOICE PRICE OF THE PRODUCT CLAIMED DEFECTIVE, NOR SHALL THARO SYSTEMS BE LIABLE FOR DELAYS IN REPLACEMENT OR REPAIR OF PRODUCTS.

No salesperson, representative or agent of THARO SYSTEMS is authorized to make any guarantee, warranty, or representation in addition to the foregoing warranty.

NO WAIVER, ALTERATION, ADDITION, OR MODIFICATION OF THE FOREGOING WARRANTIES SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF THARO SYSTEMS.