

KYOliflife and KYOliflife plus Terms and Conditions

(“KYOliflife Terms”)

1. Scope of KYOliflife Support

Thank you for purchasing the KYOliflife or KYOliflife plus support package. These are services which extend the warranty period and/or upgrade the support level of the standard Kyocera warranty available for your Kyocera Product. Your contract partner for the KYOliflife or KYOliflife plus Support is Kyocera. KYOliflife and KYOliflife plus will be fulfilled by Kyocera directly or by an authorised Kyocera Business Partner.

- 1.1 To be entitled to receive KYOliflife Support you must complete the included registration card and send it to the local Kyocera Document Solutions sales company, subsidiary or authorised distributor or make use of our web-based registration which we will acknowledge before KYOliflife Support takes effect. You can register immediately at <http://kyoliflife.kyoceradocumentsolutions.eu>. Your personal data will be collected, processed and used for the registration purpose only and will be strictly protected by all Kyocera companies.
- 1.2 In these Terms “KYOliflife Support” refers to and encompasses the services KYOliflife and/or KYOliflife plus as more set out in section 1.5 and 1.6 below. , “Products” refers to all Products that are covered by the KYOliflife Support, including printers, copiers and multifunction devices of Kyocera. “Customer”, “you”, “your” refers to the purchaser of KYOliflife or KYOliflife plus support package. “Kyocera Business Partner” refers to Kyocera’s authorised distributors, authorised dealers or authorised service partners.
- 1.3 Kyocera Document Solutions (referred to as “Kyocera” or “our”) issues a standard warranty for the Product and its options purchased and used with the machine, as described on the warranty certificate, starting with the day when the Product was purchased from Kyocera or from one of our Business Partners. A detailed overview of the standard warranty is to be found in the warranty document delivered with the Product. It can also be requested at the Kyocera office of the country where the Product was purchased or from Kyocera Business Partners.
- 1.4 The standard warranty under your purchase contract can be extended by purchasing the KYOliflife Support package. KYOliflife Support can be purchased within twelve

months of the original purchase date of the Product and cover will commence from the Product purchase date.

- 1.5 KYOlif: KYOlif extends your standard warranty period available for your Product under your purchase contract and covers – as the standard warranty under your purchase - the repair or replacement of the components of the Product or its options (some options require a separate KYOlif/KYOlif plus package), which are defective as a result of material or manufacturing faults. Any such repair or replacement shall not extend the standard Product warranty period. KYOlif Support will include all options and accessories registered with the Product so please ensure you register the model name correctly.
- 1.6 KYOlif plus: The KYOlif plus service is adding to the KYOlif conditions a yearly preventive maintenance check-up of the Product and its options, but not earlier than 6 months after purchasing KYOlif plus.

The preventive maintenance check-up also includes a cleaning of the paper feeders.

2. KYOlif Support and Coverage

- 2.1 There are different KYOlif/KYOlif plus packages available which offer different levels of support. The description of the applicable KYOlif Support (warranty period, machine group, and response time) is printed on the KYOlif certificate enclosed in your KYOlif Support package.
- 2.2 The available KYOlif/KYOlif plus offer may vary from country to country.
- 2.3 The KYOlif Support is issued for the period described on the KYOlif certificate or until the maximum page count is reached (as described in the product specifications), whichever comes first. Maintenance kits must be fitted at Customer's expense and registered at the appropriate indicated intervals for the Product, to ensure that the warranty cover continues.
- 2.4 Product must be at currently specified revision levels, operated within published maximum usage rates and, in Kyocera's reasonable opinion, in good operating condition.
- 2.5 Depending on the KYOlif Support the Customer purchased, the KYOlif Support will be performed either as On-Site Repair or as Exchange On-Site at the Customer premises or at a Kyocera defined repair centre. The Customer has to allow access to the defective Product.
- 2.6 The Customer should remove all accessories and consumables before exchanging the Product. The Customer can not claim a replacement or return of accessories or respective consumables that were left with the Product when it was exchanged, on the basis of a warranty claim.
- 2.7 All exchanged parts and products replaced under the KYOlif Support become the property of Kyocera. Those replacement parts which were used to repair the Product

become part of the Product. The replacement parts used by Kyocera do not give rise to an extension of the warranty period under these KYOlife Terms.

In the event of an exchange with a replacement product, the defective or not functioning product is to be delivered to the carrier or promptly returned in the packing materials provided with the replacement product. Failure to return the defective product will result in an invoice for the replacement product at the current or last published list price.

2.8 The repair work shall commence on the business day, except Saturday following the day on which the fault is notified, if the Customer has notified the Kyocera call centre or the local Kyocera Business Partners, but no later than twelve o'clock (noon). The KYOlife Support service shall be provided Mondays to Fridays during the normal business hours except on the statutory public holidays applicable to Kyocera or the local Kyocera Business Partners.

2.9 There are factors outside the control of Kyocera which may affect our ability to perform within the relevant response and repair time. These may include but are not limited to, traffic congestion or road problems; breakdown or accident; adverse weather; unavailability of spare parts and components as well as the distance our representative has to travel to your location. We will not be in breach of our contract with you if we are delayed due to a factor outside our control due to an event of force majeure (please refer to section 9 below).

2.10 "On-Site"

If the call cannot be resolved over the telephone or with a user installable part, then a technical support engineer will attend your premises.

If Customer's call advising us of a defect is placed before twelve o'clock (noon) then the technical support engineer will attend on the next working day.

If the defect is, in our sole opinion, covered by the KYOlife Support the technical support engineer will attempt to repair the Product at Customer's premises.

If Kyocera or Kyocera Business Partners are unable to provide any on-site support due to inaccessibility or unavailability of the Product, the Customer will reimburse Kyocera or our Business Partners for any costs incurred.

Any work that Kyocera or our Business Partners carry out in these situations shall be charged to Customer at our current rate for labour and travel or at the current rates of our Business Partners.

If Kyocera does not consider the defect to be covered by the KYOlife Support, Kyocera or Kyocera Business Partner will issue a quotation to the Customer of the likely cost of repair and the timescales involved. Kyocera will require Customer's order before carrying out the repair.

If it becomes apparent during the KYOlife Support service on site that the problem is not covered by the KYOlife Support, then Kyocera or Kyocera Business Partner reserve the right to charge the Customer for the travel cost. In this case, the

Customer will be advised and asked for approval to proceed. Thereafter the Customer must bear the costs of the call to his premises and the work done there. In this case, such costs will be invoiced directly by Kyocera or our Business Partner.

- 2.11 If the problem is not covered by the KYOlife Support, it will not be repaired under these KYOlife Terms. If the Customer nevertheless wishes the fault to be repaired by Kyocera or the Business Partner of Kyocera, the Customer must make a separate agreement.

“Product Exchange”

For your Product to qualify for a KYOlife Product exchange package, you must be the owner or, if the Product is leased, the finance company has to agree to the KYOlife contract. If your Product has any form of permanent marking on the casing we will be unable to affect an exchange.

If the defect is, in our sole opinion, covered by the KYOlife Support we will provide you with a replacement Product which has the same or better specification than the defective Product with the same or lower page count. The title of your Product will pass to Kyocera, and the title of our replacement Product will pass to you. Providing the telephone diagnosis is completed by twelve o'clock (noon) on a working day we will arrange for the replacement Product to arrive at the Customer premises on the following working day.

- 2.12 **Note on Relocation:**
The Customer bears the responsibility of relocating the Product and this can lead to extra service costs and/or different warranty conditions (scope of warranty, response and repair times, as well as transport conditions and transport fees). Relocation of the Product in other countries may result in different service levels and warranty conditions, not conforming to the conditions applicable in the country of origin.

3. Correct operation of the machine

To be eligible for KYOlife Support the following pre-conditions must be met:

- 3.1 The Product must be operated within the product specifications as defined by Kyocera. This applies in particular to the one-time maximum and the average print capacity as defined in the technical specifications, with an even distribution of the monthly print volume.
- 3.2 Only suitable printing materials shall be used. The paper suitable for usage is described in the technical specifications of the Product.
- 3.3 The maintenance and care instructions set out by Kyocera in the user manual must always be followed.
- 3.4 The Customer is obliged to install a Kyocera maintenance kit or respectively a service kit, including all parts, at Customer's own cost when the machine attains a print output as specified in the manufacturer's warranty conditions. The aforementioned maintenance kits must be installed by Kyocera or a Kyocera Business Partner and

the Customer should maintain proof that such kits have been installed on time to ensure that the warranty cover continues.

4. Conduct in the event of a fault

- 4.1 In the event of a defect in a Product, the Customer should call the local Kyocera Service-Hotline/Contact Centre or the local authorised Kyocera Business Partner. Contact details can be found in the KYOlife Support package or on the Kyocera web site. To provide you an optimal KYOlife Support service we ask for the Product serial number, your name (or business name with an individual contact name), address, email-address and page count of the Product. (Please refer to data protection description of section 1 - Scope of KYOlife Support.
- 4.2 The Customer should be prepared to remedy the cause of the defect himself with the aid of advice provided by telephone.
- 4.3 If the Customer is not able to remedy the defect himself, the problem shall be remedied by means of repair or replacement at the discretion of Kyocera or the local Kyocera Business Partner.

5. Release from obligation to provide service

If the Customer chooses not to cooperate with our telephone assistance, to deploy remote support capabilities, if acceptable, or to provide Kyocera with the necessary time and opportunity to remedy the defect, Kyocera shall be released from the obligation to provide KYOlife Support services under these KYOlife Terms and additional costs may be incurred due to increased support requirements.

6. Assignment

- 6.1. The Customer may assign its rights under these KYOlife Terms subject to the following:
- a) Customer shall inform in details the proposed assignee to Kyocera and the proposed location for the Product,
 - b) Customer shall obtain Kyocera's written consent, and
 - c) upon condition that the proposed assignee agrees to be fully bound by the obligations under these KYOlife Terms in all respects as if they were the Customer.
- 6.2. The Customer bears the responsibility of assigning the Product and this can lead to extra service costs and/or different warranty conditions (scope of warranty, response – and repair times, as well as transport conditions and transport fees).

7. Payment Terms

- 7.1. Payment obligations of all sums from the Customer to Kyocera or authorised Business Partners under these KYOlife Terms become due upon receipt of any invoice. No payment shall be deemed to be received until we have received cleared funds.

- 7.2. We reserve the right to suspend or at our option terminate KYOlife Support if you fail to comply with 7.1. Before suspension or termination we shall serve you written notice to fulfil your full payment obligation within 14 days from date of the written notice.

8. Termination

- 8.1. Notwithstanding the other terms and conditions of this agreement, KYOlife Support will terminate immediately upon the occurrence of ANY of the following:

a) In the case of a business:

- (i) incorporated business: if a resolution is passed to wind up your business or if your business goes into liquidation, or
- (ii) partnerships: if the court makes an order to that effect the partnership is dissolved,

b) In the case of individuals:

- (i) if you are declared bankrupt or insolvent, or
- (ii) if you become deceased

c) In all cases:

- (i) if you fail to make any payment due to us or our Business Partners, or
- (ii) if a liquidator, receiver, administrator, trustee or other similar office is appointed in respect of any of your assets;
- (iii) if you become or are declared insolvent.

- 8.2 In the event that KYOlife Support is terminated under 8.1 above, we will serve a formal written notice upon you informing you of the same.

- 8.3. The termination of the KYOlife Support and any agreement under these KYOlife Terms for any of the reasons set out in 7 and 8.1 above or 9.1 below shall not prejudice any rights that we have accrued.

9. Force Majeure

- 9.1. We shall not be liable either wholly or partially for any breach of our obligations under these KYOlife Terms resulting from force majeure events.

- 9.2. We agree to give you notice immediately on becoming aware of any force majeure event, such notice to contain details of the circumstances giving rise to such force majeure event

- 9.3. If a default due to a force majeure event shall continue for more than 26 weeks, then you shall be entitled to terminate any agreement made under these KYOlife Terms.

10. Limitation of KYOlife Support

A) KYOlife Support does not include any of the following:

- 10.1 Cleaning and maintenance of the Product in accordance with the user manual;
- 10.2 Any paper jams (other than caused by a manufacturing defect) and wear parts replacement (e.g. feed rollers);
- 10.3 Any upgrades in control logic software embedded inside the Product which become available, even if the upgrade would enhance the Product (these are chargeable, please contact Kyocera for further details);
- 10.4 The installation of consumables or maintenance kits at the manufacturer's recommended intervals; replacement of consumables as a result of their failure;
- 10.5 Service our Products where the type plate with the serial number is missing, or where the type plate with serial number has been altered or modified;

B) Any repair or replacement of part or all of a Product which is necessary due to:

- 10.6 damage caused by operation of the Product other than strictly in accordance with the user manual. For instance damages caused by dirt inside the machine due to lack of regular cleaning, damage caused by connecting to wrong mains voltage as well as damage caused by environmental conditions such as excessive dust, relative humidity, gases and vapours etc.;
- 10.7 your damaging, tampering with, altering or any way adapting the Product;
- 10.8 any damage caused to the Product by third party companies not authorised by Kyocera; in particular mechanical damage on the surface of the print drum;
- 10.9 the print volume exceeding the monthly duty cycle or the product's design life, which are listed on the CD supplied with your product, and published at the Kyocera Website or which can be provided to you on request;
- 10.10 the permitted monthly duty as specified in the manufacturer's warranty card is not evenly distributed over the month
- 10.11 damage caused to the Product by the use of any consumables which are not genuine Kyocera consumables or by the use of any connectivity or other options, accessories or products of a third party which are not Kyocera approved;
- 10.12 any damage caused to the Product by using any labels or paper which contain adhesives. If you use labels or envelopes please refer to the user manual for specifications and feeding instructions to minimise possible damage;

10.13 Any work that we or our Business Partners carry out in relation to any of these exceptions, including any on-site visits for faults which fall within these exceptions, shall be charged to you at our current rate for time spent (details of which will be provided on request) or at the current rates of our Business Partners and you shall reimburse us for any expenses that we incur.

10.14 Special note – Failure to use original Kyocera toner:

If damage is proven to be caused by the failure to use original Kyocera toner, such damage is not covered by the manufacturer's warranty.

11. Proof of manufacturer's warranty in the event of a warranty claim

The registration of the KYOlif e/ KYOlif e plus support package is essential if any manufacturer's warranty claims are to be made. If it is not possible to establish that KYOlif e Support has been registered when the Customer notifies a problem, the Customer must supply proof that it is eligible for KYOlif e Support This can be achieved only by submitting the purchase receipt for the Product together with the purchase receipt for the KYOlif e Support. The KYOlif e serial number must be stated on the receipt.

12. Warranty for KYOlif e Support and liability for damages

For the applicable limitation of warranty and limitation of liability provisions, please see the enclosed addendum "country-specific provisions on warranty and liability for damages". The relevant country for the purposes of the addendum is the country in which the Customer purchased the KYOlif e Support.

13. Miscellaneous

13.1 All relations between Kyocera and the Customer shall be governed by the laws of the country in which the Customer purchased the KYOlif e Support; the application of the Vienna Convention on Contracts for the International Sale of Goods shall be excluded. The enclosed addendum "country-specific provisions on warranty and liability for damages" shall be an integral part of these KYOlif e Terms.

13.2 All disputes arising in connection with this KYOlif e/KYOlif e plus support package shall be finally settled by the competent court for the Kyocera Sales Company's residence in the country in which the Customer purchased the KYOlif e Support provided that the Customer is a business. If the Customer is a consumer, the courts of the place of residence of the Customer shall be competent.

13.3 The manufacturer's warranty card and registration card for the Kyocera manufacturer's warranty are documents as defined under the laws of the country where the Customer purchased the KYOlif e Support. Any unauthorised alteration or manipulation might be an offence and might invalidate the manufacturer's warranty obligations.

13.4 These KYOlif e Terms contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement

between the parties, whether oral or in writing. If one or more stipulations of these KYOlife Terms are entirely or partially invalid, or if they become partially or entirely invalid, this will not affect the validity of the remaining stipulations.

- 13.5 Kyocera reserves the right to amend these KYOlife Terms at any time without prior written notice. Any changes will not be retroactive (that is, the warranty terms in place at the time of purchase will apply to your purchase).
- 13.6 No person other than a party to the KYOlife Terms shall be entitled to enforce any term of it.

Addendum: Country-specific provisions on warranty and liability for damages

1. Germany:

(a) Warranty for KYOlife Support

If the KYOlife Support rendered is defective, the Customer may ask for re-performance within a reasonable term. If Kyocera is not able to re-perform, then the Customer is entitled to terminate this KYOlife Support agreement for cause. The Customer may not reduce the purchase price for the KYOlife Support services. The Customer's damage compensation claims shall be subject to the limitation of liability clause contained in this clause 1(b) of this addendum. Warranty claims for the KYOlife Support services become time-barred within 12 months following provision of the KYOlife Support service.

(b) Liability for damages

Kyocera's liability for damages, irrespective of its legal ground, shall be limited as follows:

- Kyocera shall only be liable up to the amount of the typically foreseeable damages at the time of entering into this contract for damages caused by a slightly negligent breach of a material contractual obligation;
- Kyocera shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation or for other slight negligence behaviour.

The aforesaid limitation of liability shall not apply to any mandatory statutory liability in particular to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

This liability clause applies to Kyocera's Business Partners accordingly.

2. UK

(a) Warranty for KYOlife Support

If the KYOlife Support rendered is defective, the Customer may ask for re-performance within a reasonable term. If Kyocera is not able to re-perform, then the Customer is entitled to terminate this KYOlife Support agreement for cause. The Customer may not reduce the purchase price for the KYOlife Support services. The Customer's damage compensation claims shall be subject to the limitation of liability clause contained in clause 2(b) of this addendum. Warranty claims for the KYOlife Support services become time-barred within 12 months following provision of the KYOlife Support service.

The warranties, terms and conditions stated in these KYOlife Terms are in lieu of all other conditions, warranties or other terms concerning the subject matter of these KYOlife Terms which might, but for this clause 2(a), have effect between the Customer and Kyocera or would otherwise be implied or incorporated into these KYOlife Terms or any collateral contract, whether by statute, common law or

otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care).

(b) Liability for damages

(aa) Nothing in these KYOlife Terms shall exclude or limit Kyocera's liability:

- (i) for the tort of deceit;
- (ii) for death or personal injury caused by Kyocera's own negligence;
- (iii) for any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
- (iv) which cannot be excluded or limited by law.

(bb) Subject to clause 2(b)(aa) of this addendum, Kyocera shall have no liability for any of the following losses or damage (whether such losses or damage were foreseeable, known or otherwise): loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss or damage of or corruption of data, or any indirect or consequential loss, damage, howsoever caused (including, for the avoidance of doubt where such loss or damage is of the type specified in this clause 2(b)(bb)).

(cc) Subject to clause 2(b)(aa) of this addendum Kyocera's aggregate liability under the KYOlife Terms, including without limitation with respect to the supply or non-supply of any KYOlife Support services, shall in no event exceed 125% of the total amounts paid or payable by the Customer to Kyocera or the Kyocera Business Partner for the services provided under the KYOlife Terms.

3. France

(a) Warranty for KYOlife Support

If the KYOlife Support rendered is defective, the Customer may ask for re-performance within a reasonable term. If Kyocera is not able to re-perform, then the Customer is entitled to terminate this KYOlife Support agreement for cause. The Customer may not reduce the purchase price for the KYOlife Support services. The Customer's damage compensation claims shall be subject to the limitation of liability clause contained in clause 3(b) of this addendum. To the extent permitted by applicable law, warranty claims for the KYOlife Support services become time-barred within 12 months following provision of the KYOlife Support service.

(b) Liability for damages

If the Customer is a business, Kyocera shall only be liable for direct damages incurred as a direct result of the breach by Kyocera of its obligations hereunder. In no event shall Kyocera be liable for any indirect damages, including, without limitation, loss of profits, loss of revenue, loss of data, cost of procurement of substitute goods and services, loss of goodwill, loss of reputation or clientele and damages to professional property, even if Kyocera has been advised of the possibility of same. Notwithstanding the above, Kyocera's aggregated liability shall in no event exceed

125% of the total amounts paid or payable by the Customer to Kyocera for the services provided under the KYOlife Terms.

If the Customer is a consumer, Kyocera shall be liable for direct damages as interpreted by French law.

In any event, Kyocera's liability shall not be limited for personal injury.

This liability clause shall apply to Kyocera's Business Partners accordingly.

4. Spain

(a) Warranty for KYOlife Support

If the KYOlife Support rendered is defective, the Customer may ask for re-performance within a reasonable term. If Kyocera is not able to re-perform, then the Customer is entitled to terminate this KYOlife Support agreement for cause. The Customer may not reduce the purchase price for the KYOlife Support services. The Customer's damage compensation claims shall be subject to the limitation of liability clause contained in clause 4(b) of this addendum. Save for any applicable statutory rights, warranty claims for the KYOlife Support services become time-barred within 12 months following provision of the KYOlife Support service.

(b) Liability for damages

Kyocera's liability for damages, irrespective of its legal ground, shall be limited as follows:

- Kyocera shall only be liable up to the amount of the typically foreseeable damages at the time of entering into this contract for damages caused by a slightly negligent breach of a material contractual obligation;
- Kyocera shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation or for other slight negligence behaviour.

The aforesaid limitation of liability shall not apply to any mandatory statutory liability in particular to liability under the Spanish Liability Defective Product Act 22/1994 or for any damages caused for wilful misconduct or gross negligence.

This liability clause applies to Kyocera's Business Partners accordingly.

In the event you are considered a consumer, the rights set forth under the Act 26/1984 on Consumers and Users Protection and related regulations, shall remain unaffected, in such cases where they might not be contractually limited, and thus not affected by the aforementioned limitations.

5. Italy

(a) Warranty for KYOlife Support

If the KYOlife Support rendered is defective, the Customer may ask for re-performance within a reasonable term. If Kyocera is not able to re-perform, then the Customer is entitled to terminate this KYOlife Support agreement for cause. The Customer may not reduce the purchase price for the KYOlife Support services. The Customer's damage compensation claims shall be subject to the limitation of liability clause contained in clause 5(b) of this addendum. Warranty claims for the KYOlife Support services become time-barred within 12 months following provision of the KYOlife Support service.

(b) Liability for damages

Kyocera's liability for damages, irrespective of its legal ground, shall be limited as follows:

- Kyocera shall only be liable up to the amount of the typically foreseeable damages at the time of entering into this contract for damages caused by a slightly negligent breach of a material contractual obligation;
- Kyocera shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation or for other slight negligence behaviour.

The aforesaid limitation of liability shall not apply to any mandatory statutory liability in particular to liability under the Italian Consumer Code.

This liability clause applies to Kyocera's Business Partners accordingly.