



KATUN PERFORMANCE PRINTER AND FAX SUPPLIES WARRANTY

Katun Corporation ("Katun") warrants to the original purchaser from Katun ("Customer"), as provided below, that Katun Performance brand (i) toner cartridges; (ii) drum cartridges; (iii) all-in-one cartridges; (iv) inkjets; (v) drums only; and (vi) toners only (bulk and bottle) intended for use in facsimile or printer machines ("Performance Products") are free from defects in material and workmanship for a period two (2) years from date of purchase. These Performance Products are manufactured to meet or exceed the Original Equipment Manufacturer's ("OEM") product performance standards. This warranty does not apply to any OEM products, any Katun Access brand products or to any Katun Performance brand products for use in any non-printer based device.

Performance Products will not cause harm to the printer or facsimile machine when the (i) the Performance Product is used in a printer or facsimile machine for which it was intended; (ii) the Performance Product is stored, installed, maintained and used properly; and (iii) the printer or facsimile machine is properly used and maintained in accordance with the manufacturer's recommendations and user manuals ("Proper Use").

Any Performance Product that has been determined by Katun to have a defect in material or workmanship will at Customer's election either be replaced with a comparable Performance Product free of charge or the Customer provided with an account credit based on the cost of the item and to be applied toward future purchases of Katun products. Should the Performance Product under Proper Use be found to have caused damage to the operating components of a printer or facsimile machine due to a defect in material or workmanship, Katun, at its election, will pay reasonable and customary charges for the repair of the machine or provide an equivalent new or refurbished machine, provided Customer meets the following requirements. Customer notifies Katun (i) via email or facsimile about the occurrence of damage within ten (10) days of the occurrence of the damage; and (ii) provides to Katun within thirty (30) days thereafter a written statement of the OEM or an OEM-authorized dealer or service organization issued on such company's letterhead stating that (a) the Performance Product is the direct and sole cause of the damage; (b) describing how the Performance Product caused such damage; and (c) describing in detail the nature and extent of the damage caused.

Under no circumstances will this warranty apply to a Performance Product that has been mishandled, operated, stored or used in a manner inconsistent with such product's installation or handling instructions or reached or exceeded its useful life. This warranty also does not cover damage as a result of accident, abuse or unauthorized disassembly, repair or modification to the machine, or if the Performance Product has been disassembled, modified or tampered with.

DISCLAIMER OF WARRANTIES

IN NO EVENT WILL KATUN BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES, OR DIRECT OR INDIRECT LOSSES, INCLUDING LOSS OF PROFITS, RESULTING FROM THE USE OF ANY PERFORMANCE PRODUCT OR BY ANY BREACH OF WARRANTY. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE. KATUN DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE.