



TERMS AND CONDITIONS FOR SERVICE SUPPORT (SERTC-8)

INTRODUCTION TO WHAT THESE TERMS AND CONDITIONS COVER

These terms and conditions (the "Service Agreement") govern how Xerox provides you (the "Customer") with service support for products covered by the Xerox service agreement you have purchased. They may not apply if you purchase, lease, or rent your product under a written agreement or purchase plan with Xerox. Please see your specific agreement or contact your Xerox Account Manager for complete details about your coverage, if any.

This Service Agreement is only valid within the following countries:

Austria	Germany	Portugal
Belgium	Ireland	Spain
Canada	Italy	Sweden
Denmark	Luxembourg	Switzerland
Finland	The Netherlands	United Kingdom
France	Norway	United States

For service support relevant for other countries, if any, please contact your local Xerox Account Manager. This Service Agreement is only valid and enforceable in the country where the product is purchased.

HOW THESE TERMS AND CONDITIONS APPLY

These general terms and conditions shall apply to all services provided to the Customer by Xerox under this Service Agreement. The Customer's activation of this Service Agreement at the Xerox Service Agreement Validation website, payment for this Service Agreement, submission of a purchase order, or acceptance of service hereunder shall be deemed acceptance of these general terms and conditions to the exclusion of any additional or different terms or conditions on the Customer's purchase order, even if such an order is expressly made, conditional on the assent of Xerox to such additional or different terms.

PRODUCT LOCATION

Products need to be located where they are easily accessible for service such that they do not affect the serviceability of the product. If the product is not easily accessible for service or if the Customer relocates the product to a remote location, Xerox reserves the right to apply a charge to cover the cost of providing on-site support.

YOUR OBLIGATIONS

The Customer shall allow the device to be connected to the internet. If, upon contacting Xerox customer support, the device is not connected, a Xerox representative will assist the Customer with getting the device connected. The Customer shall permit Xerox access to the products whenever service is required. The Customer shall ensure that the user cooperates with Xerox to the extent necessary to permit service to be performed efficiently and without interruption. The Customer shall permit Xerox to use any Customer equipment or facilities that Xerox reasonably deems necessary for the performance of service.

The Customer shall be responsible for the procurement, installation, and maintenance of all non-Xerox communication media including, but not limited to, the Customer's computer networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by the Customer. The Customer shall ensure that the site meets the environmental specifications contained in the user manual supplied with the product to be serviced. If a product under service fails through operation in a site not meeting Xerox's specifications, Xerox may refuse to provide service until the site meets such specifications.

ONLINE SUPPORT

To ensure that the product is repaired as quickly and efficiently as possible, Xerox requires that the Customer first utilizes support materials shipped with the product, product diagnostics, information contained on the Xerox product support website, chat, or email support on xerox.com or our downloadable support apps.

REMEDIAL SERVICE

In the event of product failure, Xerox will, at its option, repair the defective product by means of remote solve or exchange the product at no charge.

To obtain service under this Service Agreement, the Customer must first contact Xerox via chat, email, or telephone support. Support personnel will work to resolve issues professionally and quickly, however, the Customer must reasonably assist Xerox or its authorized representative. If the product contains features that enable Xerox to diagnose and repair problems with the product remotely, Xerox will request the Customer to allow such remote access to the product.

If remote support is unsuccessful and Xerox determines that further repairs are needed, Xerox will ship an exchange product to the Customer. The exchange product will be delivered by express delivery, where this delivery option is available.

If directed by Xerox, the Customer may have to return the defective product to Xerox. Where this is applicable, the Customer must provide credit card information to Xerox, which will only be used if the Customer does not satisfy their obligations when returning the defective product. On shipping the exchange product, Xerox will apply an authorization against the credit card equivalent to the full list price of the exchange product. The credit card will only be charged in the event that Xerox does not receive the defective product in accordance with Xerox's instructions.

Xerox may use new, or equivalent to new, products of equal or improved quality. An exchange product may be a subsequent model, which shall meet or exceed the specification of the replaced product. All non-working products replaced by a Xerox® Product exchange shall become the property of Xerox.

Xerox shall pay for the delivery of the exchange product to the Customer. Where the Customer is directed by Xerox to return the defective product, return shipping charges will be paid by Xerox, provided that the Customer returns the defective product via the carrier designated by Xerox and the Customer uses replacement product packaging.

Upon receipt of the exchange product, if the Customer is required by Xerox to return the defective product, the Customer must return the defective product within ten (10) business days to the location designated by Xerox, unless requested otherwise by Xerox. Failure to return the defective product to such location will result in the Customer being billed the full list price of the exchange product. The Customer is responsible for following repackaging instructions, which include, but are not limited to, removing the toner cartridge from the defective printer. Repair of any damage caused by not following these instructions will be billed to the Customer.

The Customer is responsible for transferring any accessories or options, such as network or memory cards, to the new product.

LIMITATIONS

This Service Agreement shall not apply to any defect, failure, or damage caused by improper use, or inadequate or improper maintenance and care. Xerox shall not be obligated under this Service Agreement to:

- repair damage resulting from attempts by personnel other than Xerox representatives to install, repair, or service the product unless directed by a Xerox representative,
- repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
- repair damage, malfunction, or degradation of performance caused by the use of non-Xerox printer supplies, consumables, or parts or the use of Xerox® Supplies not specified for use with the product,
- repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- perform maintenance, cleaning, or to repair damage, malfunction, or degradation of performance resulting from failure to perform maintenance and cleaning as prescribed in published product materials,
- repair damage, malfunction, or degradation of performance resulting from the use of the product in an environment not meeting the operating specifications set forth in the product’s documentation,
- repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in published product materials,
- repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war, and riots,
- repair this product after it exceeds the print volume referenced in the warranty statement,
- replace items that have been refilled, used up, abused, misused, or tampered with in any way,
- install replacement items that are considered customer replaceable, or
- support software not supplied by Xerox, provide software or firmware updates or upgrades.

Any service identified in the preceding section and provided by Xerox at the Customer’s request shall be invoiced to the Customer at then current Xerox rates for parts, labor, and travel.

ENHANCEMENTS OR UPGRADES

Software or firmware enhancements or upgrades are not provided under this Service Agreement but may be purchased separately upon their release.

SOFTWARE AND FIRMWARE UPDATES

Updates may be required to correct performance problems and will be provided under this Service Agreement where deemed applicable by Xerox. Additionally, Xerox will only maintain support for software and firmware releases that are at the latest and next to the latest revision levels.

REPLACEMENT ITEMS

In the maintenance of any product, Xerox may use new, remanufactured, or refurbished parts, assemblies, or products. Where defective products are returned to Xerox, all defective parts, assemblies, or products become the property of Xerox. Xerox may require the return of these parts, assemblies, or products to a designated Xerox depot or the Xerox representative, from which the part, assembly, or product was originally purchased. Returns and claims will be handled according to the current Xerox procedure. Xerox reserves the right to charge for non-return of such parts, assemblies, or products.

EXCLUSION OF CONSUMABLES

This Service Agreement does not cover consumables for this product. The consumables for this product are listed in the user manual for the product.

COVERAGE OF ROUTINE MAINTENANCE ITEMS (RMI)

This Service Agreement covers RMIs. RMIs for this product are listed in the user manual for the product. When an RMI is determined by Xerox or its authorized service representative to be defective, a free replacement will be shipped to the Customer. The Customer is responsible for replacing the item. The return process will be handled according to the current Xerox procedure. Failure to follow this procedure will result in the Customer being billed the full list price for the RMI. RMIs are not covered once a “low-life” message appears.

NOTICES

All notices shall be given in writing by email and shall be effective upon receipt. Notices to the Customer shall be sent to the Customer’s address on file with Xerox. Notices to Xerox should be sent to the relevant country email address listed in the table below:

COUNTRY	CONTACT ADDRESS
Austria	German.contracts.nso@xerox.com
Belgium	Belgium (French) – Belgium.Backoffice@xerox.com Belgium (Dutch) – Contracts.NSO@xerox.com
Canada	xogservicesales@xerox.com
Denmark	Contracts.NSO@xerox.com
Finland	Contracts.NSO@xerox.com
France	French.backofficerid@xerox.com
Germany	German.contracts.nso@xerox.com
Ireland	OPB.BackofficeRID-sm@xerox.com
Italy	Italy.Backoffice@xerox.com
Luxembourg	Belgium.Backoffice@xerox.com
The Netherlands	Contracts.NSO@xerox.com
Norway	Contracts.NSO@xerox.com
Portugal	Portugal.Backoffice@xerox.com
Spain	Spain.Backoffice@xerox.com
Sweden	Contracts.NSO@xerox.com
Switzerland	German.contracts.nso@xerox.com
United Kingdom	OPB.BackofficeRID-sm@xerox.com
United States	xogservicesales@xerox.com

DURATION

The term of this Service Agreement shall commence on the date it is purchased unless this Service Agreement is an extension of a product warranty, in which case the term shall commence the day after the product warranty expires. The term of this Service Agreement ends with the expiry of the relevant extended warranty product purchased by the Customer.

THIRD PARTIES AND SERVICE PROVIDERS

Xerox may appoint third parties and service providers to perform service under this Service Agreement. All references herein to Xerox shall be deemed to include such third parties and service providers. Unless approved by Xerox in writing, no third party, service provider, reseller, agent, or Xerox employee is authorized to make any modification, extension, or addition to this Service Agreement.

PRIVACY

Xerox will manage customer information in accordance with the Xerox privacy policy, which is available through www.xerox.com or your local Xerox website.

TAXES

Service fees are exclusive of all local, state/provincial sales, use, excise, value-added, privilege, and similar taxes or duties. Such taxes or duties shall be paid by the Customer unless a valid exemption certificate is furnished by the Customer.

LIMITATION OF LIABILITY

In providing support under this Service Agreement and to the extent allowed by law, in no event shall Xerox and its vendors be liable to the Customer for: (i) any direct damages in excess of \$10,000 USD (or the local currency equivalent); or (ii) any indirect, special, incidental, consequential, or punitive damages (including loss of profits) whether based on contract, tort, or any other legal theory and irrespective of whether Xerox or the vendor has advance notice of the possibility of such damages. Nothing in this Service Agreement shall limit or exclude any liability (i) for death or personal injury caused by negligence or (ii) for fraud or (iii) for any liability, which cannot be excluded by law.

ENTIRE SERVICE AGREEMENT

This document, the quotation, if any, and any applicable supplements provided by Xerox shall contain the entire Service Agreement between the parties. This Service Agreement may not be modified except by a written amendment signed by an authorized representative of each party. To the extent allowed by law, in providing service support, Xerox disclaims any warranties, conditions, or implied terms, including implied warranties of merchantability or fitness for a particular purpose or any similar standard imposed by applicable legislation.

WAIVER

Failure of either party to enforce any provision of this Service Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

ASSIGNMENT

The Customer may not assign or otherwise transfer its rights or obligations under this Service Agreement without the prior written consent of Xerox.

GOVERNING LAW

This Service Agreement shall be governed and construed by the laws of the country in which the product is purchased.

CONSUMER LAW

If you are a consumer, this Service Agreement operates alongside and in addition to any statutory rights you may have under relevant consumer law. This Service Agreement is not intended to limit or exclude any rights you may have as a consumer.

ENGLISH LANGUAGE

The Customer agrees that this Service Agreement and all related documents shall be in the English language.