

CANON FAXPHONE EXCHANGE/CARRY-IN PRODUCT WARRANTY

The limited warranty set forth below is given by Canon U.S.A., Inc. ("Canon USA") with respect to the Canon FAXPHONE product and accessories packaged with this limited warranty (collectively, the "Product") when purchased and used in the United States. CARTRIDGES FOR THE PRODUCT (EXCEPT THE STARTER CARTRIDGE BUNDLED WITH THE PRODUCT, FOR WHICH THERE IS NO WARRANTY) ARE COVERED BY A SEPARATE WARRANTY. ACCORDINGLY, THIS LIMITED WARRANTY DOES NOT COVER ANY CARTRIDGES FOR THE PRODUCT, WHETHER SHIPPED WITH THE PRODUCT OR PURCHASED THEREAFTER.

Canon USA warrants the Product to be free from defects in workmanship and materials under normal use and service for a period of one year after delivery to the original purchaser ("Purchaser") by Canon USA or its authorized Reseller. During the relevant warranty period, Canon USA shall in its sole discretion and without charge, repair or replace any defective part with a new or comparable rebuilt part, or exchange the product with a new or refurbished product. Warranty replacement shall not extend the warranty period of the malfunctioning Product. This warranty shall not extend to consumables, such as paper, as to which there shall be no warranty or replacement.

Canon USA shall provide assistance for installation, operation and support* of the Product as follows:

(a) Toll-free telephone support for troubleshooting issues at 1-800-OK-CANON (652-2666), Monday through Friday from 8:00 a.m. to 8:00 p.m. E.T. (b) Automated 24 hour and email support at www.usa.canon.com/cusa/support.

If Canon USA's remote assistance cannot fix your Product's malfunction, Canon USA shall provide the contact information of the nearest authorized Canon USA Service Provider ("Service Provider") for carry-in service or exchange the Product, except where the malfunction involves a user replaceable item, in which case Canon USA will send you a replacement part with installation instructions. You will be responsible for installing the user replaceable items in your Product.

If carry-in service or exchange is performed, and (1) the Product malfunction is not covered by this limited warranty, or (2) the applicable warranty period has expired or has not been sufficiently established by appropriate documentation, then you will be charged for such service at the then current service rates of Canon USA or the Service Provider.

This warranty shall only apply if the Product is used in conjunction with compatible computers, peripheral equipment and software. Canon USA shall have no responsibility for such items except for compatible Canon brand peripheral equipment covered by a separate warranty ("Separate Warranty"). Repairs of such Canon brand peripheral equipment shall be governed by the terms of the Separate Warranty. NON-CANON BRAND COMPUTERS, PERIPHERAL EQUIPMENT AND SOFTWARE WHICH MAY BE DISTRIBUTED WITH THE PRODUCT ARE SOLD AS IS, WITHOUT WARRANTY OF ANY KIND BY CANON USA, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole warranty, if any, with respect to such non-Canon brand item is given by the manufacturer or producer thereof.

NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIES TO THE PRODUCT AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE. NO OTHER WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON, FIRM, OR CORPORATION WITH RESPECT TO THE PRODUCT SHALL BIND CANON USA OR ANY SERVICE PROVIDER. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.) NO WARRANTY IS GIVEN ON ANY USED PRODUCT.

This warranty shall be void and of no force and effect if the Product is damaged as a result of (a) abuse, neglect, mishandling, alteration, electric current fluctuation or accident, (b) improper use, including failure to follow operating or maintenance instructions in, or environmental conditions prescribed in, Canon USA's operator's manual or other documentation, (c) installation or repair by other than authorized service representatives qualified by Canon USA who are acting in accordance with Canon USA's service bulletins, (d) use of supplies or parts (other than those distributed by Canon USA) which damage the Product or cause abnormally frequent service calls or service problems, or (e) use of the Product with non-compatible computers, peripheral equipment or software, including the use of the Product in any system configuration not recommended in any manual distributed with the Product. Nor does this warranty extend to any Product on which the original identification marks or serial numbers have been defaced, removed, or altered.

ANY SYSTEM SOFTWARE (WHETHER FACTORY LOADED ON THE PRODUCT OR CONTAINED ON THE SOFTWARE CD-ROM'S ENCLOSED WITH, OR ACCOMPANYING, THE PRODUCT), AND ANY UTILITY SOFTWARE, DISTRIBUTED WITH OR FOR THE PRODUCT, IS SOLD "AS IS" AND WITHOUT WARRANTY BY CANON USA. THE SOLE WARRANTY WITH RESPECT TO SUCH SOFTWARE IS CONTAINED IN THE SOFTWARE MANUFACTURER'S LICENSE AGREEMENT DISTRIBUTED THEREWITH, INCLUDING ANY LIMITATIONS AND DISCLAIMERS THEREON. PLEASE CONTACT CANON USA IMMEDIATELY IF YOU HAVE NOT RECEIVED A COPY OF THE SOFTWARE MANUFACTURER'S LICENSE AGREEMENT.

NEITHER CANON USA NOR ANY SERVICE PROVIDER SHALL BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CANON USA OR ANY SERVICE PROVIDER), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, INCLUDING, WITHOUT LIMITATION, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CANON USA OR ANY SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST CANON USA OR ANY SERVICE PROVIDER BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, THE PURCHASER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND PROPERTY OF THE PURCHASER OR OTHERS ARISING OUT OF THE POSSESSION, USE, MISUSE, OR INABILITY TO USE THE PRODUCT NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CANON USA OR ANY SERVICE PROVIDER. THIS WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE PRODUCT AND STATES SUCH PURCHASER'S EXCLUSIVE REMEDY.

Defective parts must be returned to Canon USA or a Service Provider with all necessary documentation.

*Support options are subject to change without notice.

THIS WARRANTY APPLIES TO PRODUCTS SOLD AND USED IN THE U.S.A. ONLY.

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