

SERVICE CARE PLAN TERMS AND CONDITIONS

These Service Care Plan Terms and Conditions (“**Terms**”) together with X-Rite’s quote referencing these Terms (“**Quote**”) and Schedule A and B hereof (collectively this “**Agreement**”) is between the X-Rite entity identified in the Quote (“**X-Rite**”) and the customer identified in the Quote (“**Customer**”).

1 **Definitions.**

- 1.1. “**Coverage End Date**” means the end or termination date of the Services identified in the Quote.
- 1.2. “**Coverage Period**” means the period commencing on the Coverage Start Date and ending on the Coverage End Date.
- 1.3. “**Coverage Start Date**” means the starting date of the Services identified in the Quote.
- 1.4. “**Error**” means any verifiable and reproducible failure of a Product to materially conform to its Specifications (but expressly excluding Excluded Errors)
- 1.5. “**Excluded Errors**”: means Errors caused by one or more of the following events which X-Rite is under no obligation to provide Services for pursuant to this Agreement (a) Customer’s failure to implement in a timely manner any improvements, or modifications to the Product provided to Customer by X-Rite; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) repair, service, modifications of or to any part of the Product by any party other than X-Rite or its authorized service centers;; or (h) use of the Product not in accordance with X-Rite’s documentations.
- 1.6. “**Loaner**” means a temporary replacement Product.
- 1.7. “**Product**” means the X-Rite products identified in the Quote.
- 1.8. “**RMA**” means an X-Rite issued/authorized return material authorization.
- 1.9. “**Services**” means the maintenance and repair services of the Service Care Plan identified in the Quote.
- 1.10 “**Service Care Plan**” means any of the Products Service Care Plans offered by X-Rite hereunder and identified in Schedule A.
- 1.11 “**Specifications**” means the applicable Product specifications published by X-Rite.

2. **Services.** Subject to the terms and conditions of this Agreement, X-Rite shall provide Customer with the Services for the Products commencing on the Coverage Start Date and ending on the Coverage Ending Date. X-Rite has no obligation pursuant to this Agreement to provide any services, and will have no liability, for any product purchased from X-Rite or its authorized resellers that is not listed in the Quote or for any non-X-Rite product. Additionally, X-Rite has no obligation to provide any services (i) not expressly set forth in the Service Care Plan identified herein (ii) in connection with any of the Excluded Errors. Services beyond the scope of the Services set forth in this Agreement may be performed by X-Rite at Customer’s written request and X-Rite’s agreement, subject to X-Rite’s then-current charges for such services. X-Rite is under no obligation to provide any such services.

3. **End-of-Service.** X-Rite reserves the right to declare any particular Product “end-of-service” at its sole discretion. In such case, following a corresponding notification to Customer, and unless agreed upon differently in writing, the Product(s) affected shall be considered removed from the scope of Products covered under the affected Service Care Plan from the corresponding date set forth in such notification. Service Care Plan charges shall be adjusted accordingly.

4. **Price.** The prices for the Services hereunder are set forth in the Quote and are payable in one lump sum upon signature hereof (“**Prices**”) unless otherwise provided in the Quote. Prices are exclusive of any taxes and Customer will be responsible for any and all taxes relating to this Agreement if any, other than taxes on X-Rite’s income. The Customer acknowledges and agrees that gaps in coverage are not allowed. Accordingly, Customers that purchase Service Care Plan agreements after the Product purchase or after the expiration of prior coverage may be charged an additional fee to cover all gaps in coverage. Service Care Plan price for coverage gaps will be calculated starting as of the later of (a) the date of initial Product purchase; or (b) for renewals, the date the previous Service Care Plan or support agreement expired. All Prices payable hereunder are non-refundable.

5. **Force Majeure.** Notwithstanding any other provision of this Agreement, X-Rite will have no liability for any termination, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, without limitation earthquake, flood, fire, storm, or other natural disaster, act of God, act of government, labor disputes, civil disturbance, acts of terrorism and war.

6. **No Warranty.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES (INCLUDING WITHOUT LIMITATION THE LOANERS IF APPLICABLE) ARE PROVIDED “AS-IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, X-RITE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD.

7. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X-RITE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH THE PRODUCTS AND THIS AGREEMENT. IN NO EVENT WILL X-RITE’S LIABILITY, REGARDLESS OF LEGAL THEORY, EXCEED, FOR ALL CLAIMS IN AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER TO X-RITE UNDER THIS AGREEMENT DURING THE PERIOD OF SIX (6) MONTHS IMMEDIATELY PRECEDING THE INITIAL CLAIM.

8. **General Provisions.** X-Rite’s entire liability and Customer’s exclusive remedy under this Agreement will be the repair or replacement (at X-Rite’s discretion) of the Product which do not meet the applicable Specifications. This Agreement is governed by the laws of the country and/or state where the X-Rite entity executing this Agreement is located, without reference to its conflict of laws principles and any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the courts located at such country and/or state. This Agreement is non-transferrable and non-refundable. This Agreement constitutes the entire agreement between X-Rite and Customer concerning the subject matter hereof and supersedes any other agreements or communications whether oral or written. Additional or conflicting terms on any purchase order or other document issued by Customer or any third party will have no force or effect. This Agreement may not be amended, waived or modified, except in a writing signed by a duly authorized representative of each party and no course of dealing or usage of trade may be invoked to amend, waive or modify any term of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. No waiver by either party of any rights under this Agreement will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. All notices and other communications required hereunder shall be made in writing and deemed effectively given if sent to the intended recipient’s address below the signature line by one of the following means: (a) if hand delivered, on receipt; (b) if sent via certified mail, three (3) days after deposit, postage prepaid, in the US mail or its equivalent; (c) if faxed, on the date sending party receives transmission confirmation; or (d) if sent by internationally recognized courier delivery service, on receipt. A notice address may be changed by giving notice in the manner set forth herein.

Schedule A
Service Care Plans

Premium Service Care Plan

Covered Services	Description			
Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMESupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
Dedicated Priority Email	Access to dedicated email box with rapid response within 24 hours five days a week. (Only available for US customers.)			
Dedicated Priority Response Phone Line	Access to dedicated phone line that provides fast response time of less than 1 minute. (Only available for US customers.)			
Annual Preventative Maintenance	Once annually, X-Rite will perform a five-point Product inspection, verify, and document incoming performance, and inspect and clean the Product.			
Annual Calibration	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace and recalibrate references, and provide statement of traceability.			
ISO Certification & Documentation	<p>Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements.</p> <p>Applied Decision Rule: Statements of conformity (e.g. Pass/Fail) to specifications are made in the certification report without taking measurement uncertainty into account. Where statements of conformity are made in this report, the following decision rules are applied:</p> <ul style="list-style-type: none"> • PASS – Results within limits/specifications • FAIL – Results exceed limits/specifications 			

NetProfiler License (including physical standards)	An annual license to X-Rite’s NetProfiler software (including physical standards) allowing the user to test, measure and profile the Product over the internet to maintain the accuracy and consistency of the Product.
Priority Service	Expedited service that reduces turn time while Products are in X-Rite’s service center. Service turn time based on First In/First Out; Premium Service expedites your Product to the front of the line.
Damage Protection (Labor and Parts)	Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product.
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually.
Priority Shipping	Express shipping on Loaners and the return of their Product after service at X-Rite’s expense.
Loaner Unit	X-Rite will provide a Loaner of the same or better tolerance level than the customer’s Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.
Training	Access pass to all of X-Rite’s eLearning training offerings. One access pass for every Product covered under this Service Care Plan.
Return Shipping	X-Rite covers cost of shipping from a local X-Rite Service Center to the customer’s location within NA, UK, EU, and the mainland China. For the other regions additional shipping fees might apply. Shipping fee includes freight and does not include duty and tax. Customer is responsible for all shipping of Product to X-Rite Service Center.

Certification Plus Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMESupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
Annual Preventative Maintenance	Once annually, X-Rite will perform a five-point Product inspection, verify, and document incoming performance, and inspect and clean the Product.			
Annual Calibration	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace and recalibrate references, and provide statement of traceability.			
ISO Certification & Documentation	<p>Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements.</p> <p>Applied Decision Rule: Statements of conformity (e.g. Pass/Fail) to specifications are made in the certification report without taking measurement uncertainty into account. Where statements of conformity are made in this report, the following decision rules are applied:</p> <ul style="list-style-type: none"> • PASS – Results within limits/specifications • FAIL – Results exceed limits/specifications 			
Damage Protection (Labor and Parts)	Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product.			
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually.			
Loaner Unit	X-Rite will provide a Loaner of the same or better tolerance level than the customer's Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.			
Training	Access pass to all of X-Rite's eLearning training offerings. One access pass for every Product covered under this Service Care Plan.			

Return Shipping	X-Rite covers cost of shipping from a local X-Rite Service Center to the customer's location within NA, UK, EU, and the mainland China. For the other regions additional shipping fees might apply. Shipping fee includes freight and does not include duty and tax. Customer is responsible for all shipping of Product to X-Rite Service Center.
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NetProfiler Plus Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMEASupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
NetProfiler License (including physical standards)	An annual (up to 24 measurements) license to X-Rite's NetProfiler software (including physical standards) allowing the user to test, measure and profile the Product over the internet to maintain the accuracy and consistency of the Product.			
Damage Protection (Labor and Parts)	Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product.			
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually.			
Loaner Unit	X-Rite will provide a Loaner of the same or better tolerance level than the customer's Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.			
Training	Access pass to all of X-Rite's eLearning training offerings. One access pass for every Product covered under this Service Care Plan.			
Return Shipping	X-Rite covers cost of shipping from a local X-Rite Service Center to the customer's location within NA, UK, EU, and the mainland China. For the other regions additional shipping fees might apply. Shipping fee includes freight and does not include duty and tax. Customer is responsible for all shipping of Product to X-Rite Service Center.			

Protective Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMEASupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
Damage Protection (Labor and Parts)	<p>Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product.</p>			
Return Shipping	<p>X-Rite covers cost of shipping from a local X-Rite Service Center to the customer's location within NA, UK, EU, and the mainland China. For the other regions additional shipping fees might apply. Shipping fee includes freight and does not include duty and tax. Customer is responsible for all shipping of Product to X-Rite Service Center.</p>			

Benchtop Field Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMEASupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
Annual Onsite Preventative Maintenance	Once annually, X-Rite will perform a five-point Product inspection, onsite in conjunction with field service schedule, verify and document incoming performance, and inspect and clean the Product.			
Annual Onsite Calibration	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace, and recalibrate references, and provide statement of Traceability, onsite in conjunction with field service schedule.			
ISO Certification & Documentation	<p>Once annually, X-Rite will provide a NIST traceable certificate of performance to maintain the Product to ISO 17025 Requirements, onsite in conjunction with field service schedule.</p> <p>Applied Decision Rule: Statements of conformity (e.g. Pass/Fail) to specifications are made in the certification report without taking measurement uncertainty into account. Where statements of conformity are made in this report, the following decision rules are applied:</p> <ul style="list-style-type: none"> • PASS – Results within limits/specifications • FAIL – Results exceed limits/specifications 			
Damage Protection (Labor and Parts)	Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product. (Performed by, and requires shipping of the Product to, X-Rite's Service Center).			
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually.			

Loaner Unit	X-Rite will provide a Loaner of the same or better tolerance level than the customer's Product for temporary use during repair. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.
Training	Access pass to all of X-Rite's eLearning training offerings. One access pass for every Product covered under this Service Care Plan.
Return Shipping	X-Rite covers cost of shipping from a local X-Rite Service Center to the customer's location within NA, UK, EU, and the mainland China. For the other regions additional shipping fees might apply. Shipping fee includes freight and does not include duty and tax. Customer is responsible for all shipping of Product to X-Rite Service Center.

Lighting Field Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact	Phone Contact	Office Hours
	China (Mainland)	ServiceSH@xrite.com	400-606-5155 Option 6	9:00am - 5:00pm UTC+8
	EMEA	EMEASupport@xrite.com	+800 700 300 01	8:00am - 4:00pm UTC+1 (Summer UTC+2)
	Hongkong & SEA	ServiceAsia@xrite.com	+852 2568 6283	9:00am - 5:00pm UTC+8
	India	ServiceIndia@xrite.com	+91 8762758126	9.30am - 6.00pm IST
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
	USA	ServiceSupport@xrite.com	888-826-3042 Option 2	8:00am-5:00pm EST
Annual Onsite Preventative Maintenance	Once annually, X-Rite will perform a five-point Product inspection, onsite in conjunction with field service schedule, verify and document incoming performance, and inspect and clean the Product.			
Annual Onsite Calibration	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace, and recalibrate references, and provide statement of Traceability, onsite in conjunction with field service schedule.			
ISO Certification & Documentation	<p>Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements, onsite in conjunction with field service schedule.</p> <p>Applied Decision Rule: Statements of conformity (e.g. Pass/Fail) to specifications are made in the certification report without taking measurement uncertainty into account. Where statements of conformity are made in this report, the following decision rules are applied:</p> <ul style="list-style-type: none"> • PASS – Results within limits/specifications • FAIL – Results exceed limits/specifications 			
Damage Protection (Labor and Parts)	Unlimited repair of Errors in Products from either accidental damage or product defects. This includes the labor and parts (either new or refurbished) required to repair the Product. (Performed by, and requires shipping of the Product to, X-Rite's Service Center).			
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually.			

Lamp Replacement	X-Rite will provide lamp replacement on up to two (2) light sources, upon request thirty (30) days in advance from scheduled on-site service visit. *
Training	Access pass to all of X-Rite’s eLearning training offerings. One access pass for every Product covered under this Service Care Plan.
Travel and Expense Fees	All travel and expense fees are included in regional Service Care Plan pricing. **

* Lighting plan covers one-time replacement during the contract period.

** Only available in North America and follows regional service schedule. Visits arranged outside of the scheduled months are not part of the Service Care Plan. X-Rite visit all regions of the United States annually and in some areas, multiple times per year. X-Rite will schedule dates in advance to provide customer sufficient notice.

TAC Service Care Plan

Covered Services	Description			
Technical Support	Region	Email Contact (8 Hour Response)	Phone Contact (4 Hour Response)	Business Hours
	Americas	XRSupport@xrite.com	888-826-3042 Option 3, then Option 1	8:00am – 5:00pm EST
	China (Mainland)	ApplicationsChina@xrite.com	400-606-5155, Option 5	9:00am - 5:00pm UTC+8
	EMEA	EMEATechSupport@xrite.com	+800 700 300 01 Option 3	1:00pm – 9:00pm GMT
	Japan	JapanServiceTeam@xrite.com	+81-3-5579-6907	9:00am - 5:00pm UTC+9
Severity Level Outline	Severity Level	Definition (Impact)	Response Time – local	Resolution Time
	1	High: User claims they are in a “down” situation and cannot produce work	<2 hours	<8 business hours*
	2	Medium: Delay or workaround required	4 hours	Up to 2 business days*
	3	Low: Minor problem that affects a single user	8 hours (1 day)	Up to 3 business days*
Annual Onsite Preventative Maintenance and Certification	<p>Once annually, X-Rite will perform an onsite Product inspection, complete system check and cleaning, replace Color Checker target & white tile target, update firmware and software to current version, calibrate and verify:</p> <ul style="list-style-type: none"> • System Geometry • Material Acquisition Sensors • Color Sensor Technology • Lighting Source Technology; <p>and deliver certification report (pdf).</p>			
Damage Protection (Labor and Parts)	<p>Unlimited repair of Errors in Products from either accidental damage or product defects, and firmware upgrades for TAC7 subsystems. This includes the labor and parts (either new or refurbished) required to repair the Product.</p> <ul style="list-style-type: none"> • TAC7 componentry • Optics • Cameras • Structured light projector 			

Software Support	Remote diagnosis and services: <ul style="list-style-type: none"> • Technical support for all X-Rite Pantone-released TAC software packages • Customer notification of all available updates of TAC software • Maintenance of TAC software compatibility with customer IT infrastructure • Recommended hardware system requirements to optimize performance of TAC software
X-Rite Accessories	Accessories (such as batteries and cord lines) will be replaced as needed but no more than twice annually
Travel & Expenses	All technician travel/expenses are included in the TAC Service Care Plan for the services outlined above.
Upgrades and Consulting	Optional hardware feature upgrades (i.e. capture technology, sensing, new functionality) and professional consulting services will be available for an additional fee.

Schedule B

Service Care Plan Loaners Additional Terms and Conditions

For applicable Service Care Plans that include the provision of Loaners (the “Qualified Service Care Plan”), the following additional terms and conditions will apply.

1. Upon successful processing of an RMA for a Product unit covered under a Qualified Service Care Plan and subject to Loaner availability, X-Rite will arrange for the delivery of a Loaner to Customer for Customer locations in the U.S, UK, EU and mainland China. X-Rite may ship Loaners with a minimum shipping version of software and Customer will be responsible for upgrading to the then-current version of the software.
2. X-Rite must receive the Customer’s Product to be serviced, with the RMA number clearly displayed, within five (5) business days from the date the Loaner was received by the Customer. Customer shall send the Product to the location specified by X-Rite (“Return Location”). Customer will be billed for the then-current published list price of the Loaner if it fails to deliver the Product to be serviced to X-Rite within the abovementioned timeframe(s), or if X-Rite reasonably determines that the Customer reported Error is not covered under this Agreement.
3. Customer is required to send the Loaner back to X-Rite within five (5) business days from the date the serviced Product was received by the Customer. Customer will be billed for the then-current published list price of the Loaner if it fails to return the Loaner to X-Rite within the abovementioned time frame(s). Notwithstanding the foregoing, in the event that Customer receives a serviced Product back from X-Rite (the “First Product”) and has another Product to be serviced (the “Second Product”), Customer may retain the Loaner for use while the Second Product is being serviced by X-Rite, as long as the as Customer obtains an RMA for the Second Product in accordance with Section 1 above and ships the Second Product to X-Rite within three days from receipt of the First Product by Customer.
4. X-Rite is responsible for all shipping costs of the Loaners, as well as the serviced Products, from a local X-Rite Service Center to Customer’s in the US, UK, EU, and mainland China. For any other regions additional shipping fees may apply. Shipping cost includes freight but does not include duty and tax. Customer is responsible for all shipping costs of the Products to be serviced, as well as returned Loaners, from Customer’s locations to X-Rite.
5. Customer will be responsible for any loss of or damage to the Product to be serviced that occurs during shipment to X-Rite. Customer will be responsible and shall pay for any loss of or damage to the Loaners that occurred while at Customer’s possession and/or during return shipment to X-Rite, including without limitation for missing parts, modifications or any damage beyond reasonable wear and tear, in an amount equal to the then-current published list price of the Loaner or the then current prices charged by X-Rite for such repairs.
6. Customers are limited to up to three (3) Loaner units during any given time regardless of the number of Qualified Service Care Plans they purchased or the number of Products being serviced.