

Panini Maintenance Program – My Vision X[™] STANDARD WARRANTY-

Panini warrants, to its customers, its authorized Resellers' customers, and no others, that all My Vision X Branch Image Scanners ("My Vision X Scanners") will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of six months. This warranty shall not apply to any My Vision X Scanners that: (a) have been subjected to improper handling, operation, maintenance, repair, use, or alteration; (b) have been subjected to misuse, negligence, improper installation, or accident; or (c) have not been properly stored. Any claim made pursuant to this warranty shall be conditioned upon Panini's inspection of the My Vision X Scanners upon which the claim is made and Panini's determination that there was a defect covered by this warranty. Panini's obligation under this warranty, and the customer's exclusive remedy for breach thereof, shall be limited to, at Panini's option, repair or replacement of any alleged defective My Vision X Scanners or parts thereof, issuance of credit, or return of the purchase price. Panini requires the return of any allegedly defective My Vision X Scanners, in accordance with Panini's directions, before honoring any claim. My Vision X Scanners replaced pursuant to this warranty shall be warranted for the unexpired portion of the warranty applying to the original My Vision X Scanners. This warranty constitutes Panini's sole warranty responsibility and the customer's exclusive remedy whether sounding in tort, contract, strict liability, or otherwise. PANINI MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, nor does it make any other warranty, express or implied, of any nature whatsoever with respect to goods sold by Panini or the use thereof except as set forth herein. Except for the remedy provided herein, Panini shall in no event be liable for direct, indirect, special, incidental, consequential, or punitive damages of any character in connection with the sale or use of the My Vision X Scanners.

Panini Maintenance Program-

The **Panini Maintenance Program** is an optional program that provides an enhancement to the Standard Warranty terms and conditions stated above. When purchased within the Standard Warranty period, a **Panini Maintenance Program** is available for terms of 1, 2 or 3 years after expiration of initial warranty period. There is a maximum 30-day grace period after the expiration of the Standard Warranty in which you must purchase this option in order to maintain continuous service. If the maintenance program is not purchased within the specified period, on Day 31 after expiration of the standard warranty, unit service will be performed based on a time and material basis at the current hourly rate (1 hour minimum charge for any service). If a Panini Maintenance Program is implemented after the 30 day grace period expires, an additional \$50.00 re-instatement fee will apply. This fee will be billed by Panini and the fee must be paid



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before any maintenance under the Panini Maintenance Program will be performed on these units. Otherwise, repair of the unit can be accomplished at the then current time and material rates for labor and the then current parts rates for parts. The **Panini Maintenance Program** can be renewed in one year increments up to a maximum of 3 years beyond the initial standard warranty period. Renewals must be completed within 30 days of existing contract expiration. Programs commence on the date the previous **Panini Maintenance Contract** expired (regardless of program renewal date) in order for continuous coverage. Parts damaged through abuse, misuse, or negligence are excluded from this program and will be replaced on a time and material basis. Additionally, consumables (supplies) are not covered under the Panini maintenance Program or under warranty.

Advanced Unit Exchange (AUE) is provided as an integral and value-add component of the Panini Maintenance Program. If a telephone resolution cannot be achieved after the initial call to our help desk, an exchange unit in new or "as new" condition will be sent via next day delivery (Panini pays for outbound shipment). You will have 5 days from receipt of the exchange unit to return your original unit for repair (Customer to pay for return shipment). The swapped unit remains at the customer site. Panini refurbishes the customer's unit and places it in the Panini stock of AUE swap units. Customer units not received within 10 days will be invoiced to the customer at current contractual (or published list price in the absence of a contract) pricing. The warranty on units covered under a pre-paid Panini Maintenance Contract will also include the Advanced Unit Exchange feature.

The One Year My Vision X maintenance price is \$99.00. The Two Year My Vision X maintenance price is \$174.00. The Three Year My Vision X maintenance price is \$244.00.

Other Fees and Charges:

Cleaning fee - \$50

Cleaning includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.

Inspection fee - \$50

The inspection includes evaluation and testing of unit/parts to specified standards.

Expedite fees - \$100 and \$50

The expedite fee is \$100 for same day turnaround on warranty or service procedures and \$50 for next day turnaround on warranty or service procedures for units not under the Panini Maintenance Program. Unit must be delivered to Panini by 10:00 AM Eastern Time for expedited service.



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Panini Warranty and the Panini Maintenance Program include Documentation, Access to Panini North America Web Service Site, Software Patches, Minor API Releases, AUE, and Major API Releases.

The then current license fee for the newest Panini API will be charged for non-maintenance and non-warranty customers requiring new major releases of the Panini API.

Requests for participation in the Panini Maintenance Program for scanners that are not currently covered under a warranty or a Panini Maintenance Contract may be subject to a \$50 reinstatement fee and other terms and conditions as described earlier.

Additional Terms & Conditions

- The Standard Warranty period begins on the date of shipment from the Panini factory
 or an authorized Reseller, whichever comes later. The Standard Warranty will never
 exceed 365 days from the date of shipment from the inventory warehouse of Panini.
- Resellers must provide Panini proof of shipment in order for the Standard Warranty to
 commence on their date of shipment. A copy of the Airway Bill and Resellers invoice
 must be faxed to Panini at (937) 291-2197. All paperwork must reference the serial
 number of the unit(s). If the end user or Reseller fails to provide the information, the start
 date for the Standard Warranty will default to the date of shipment from the factory.
- A Return Material Authorization (RMA) number <u>must</u> be obtained from Panini prior to the return of units for service. Units returned without an RMA number will be refused. Contact Panini Customer Support (937) 291-2195 *prior* to the return of warranty or service items. During the RMA process the end user will be sent a form that must be completed and returned with the unit. The form will have the RMA number, address information, and a general description of the issue and reason the unit is being returned.
- The product <u>must</u> be returned to Panini North America in the original shipping container (or suitably packaged) with the shipping charges prepaid by the customer. The product must be whole, not in parts, to be accepted. If the unit does not arrive appropriately packaged, Panini will bill the customer for a container and foam inserts to protect the unit during return shipment.
- Customer is responsible for all freight charges associated with shipping unit(s) to Panini North America for service.



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- The factory will pay for return freight charges using the same method as the inbound freight up to UPS Next Day service for all valid warranty and maintenance claims. The customer will be responsible for shipping for units returned for time and materials repair.
- There will be a \$50 labor charge for evaluation and testing of units/parts for which no problem can be found. This no-fault found fee will be waived if the unit is covered by a Panini Maintenance Program agreement, and Panini was unable to correct the issue via phone prior to issuance of the RMA.
- Routine cleaning is not covered by warranty or service programs. It is recommended that the customer periodically clean the unit as prescribed in Panini provided documentation to ensure optimal performance.
- Service work can only be performed at the Panini facility and is usually completed within 3-5 business days from receipt of the unit. The end user or reseller must maintain a reasonable number of units to serve as safety stock. Panini's current recommendation is 2% of installed base.
- Panini requires that all evaluation fees, rental fees (if applicable), and warranty/ongoing service charges are paid in full before a scanner is officially covered by Panini's Maintenance Program.
- Panini reserves the right to Repair or Replace a unit returned for service. Under this program replace with "as new" is defined as new or a previously repaired unit.



Panini Maintenance Program Registration Form

Registered Owner			
Purchased From:			_
Your Company Name:			
Address Line 1:			_
Address Line2:			_
City:	State:	Zip:	_
Contact:	Signature:		_
Phone Number:	Fax Number:_		_
Email Address:			<u> </u>
Panini Maintenance Prog	ram Selection		
Unit Model Number		Agreement Period ((1,2, or 3 year)
A preventative maintenance Program is returned for ser		unit under the Panini Ma	aintenance
Attaching Excel Spreadshe		s can be used for multiple	units.
Units not on maintenance of year maintenance contract.	•	50 reinstatement fee and	either a 2 or 3
Method of Payment			
Check (Please encl	ose your check with c	ompleted form* and mail	to Panini) at:
577 Congress Park Dr			
Dayton, OH 45459			
Open account (Plea	ase provide your Panir	ni account # and purchase	e order #)