

.....Warranty Polic

As Applicable to E&I Contract # CNR

WARRANTY:

Supplier expressly warrants that it will provide Member with pass-through of all manufacturers' warranties for all office products sold to Member. Supplier expressly warrants that all Supplier-branded Office Products provided by it are (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design and workmanship for whichever period is shorter, either one year from the date of purchase or as otherwise specified on the packaging of the Office Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any.

In addition to the above warranty provision, Supplier certifies and warrants that all products sold to Member Institutions shall be:

- New and Genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

Any non-new products offered to Member institutions (such as remanufactured toner cartridges) shall be clearly indicated as such.

Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States. The foregoing warranty shall not apply with respect to any product containing material provided to Supplier by E&I and/or a Member Institution.

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