

Commercial Warranty Conditions – LAMA FRANCE

Preamble

This document applies to products marketed by Lama France, except for:

- the **UPrint brand** (see UPrint warranty conditions);
- **Private Label Brands (MDD)** manufactured by Lama France (see the warranty conditions of those brands).

Terminology

In this document:

- **The Cartridge:** the ink cartridge (or “inkjet”), toner cartridge or drum (or “laser”) to which the claim relates.
- **The Customer:** the person who uses the Cartridge.
- **The Warranty:** the legal warranty of conformity.
- **The Reseller:** the company where the Cartridge was purchased.
- **Form:** the Lama France contact form: <https://savcartouches.com/>
- **OEM Cartridge:** cartridge manufactured by the printer manufacturer.

Warranty Period

The Warranty for inkjet and laser cartridges is **2 years**, in accordance with the French Consumer Code defining the duration of the legal warranty of conformity.

This warranty period runs from the **date of purchase of the Cartridge**, as evidenced by the Customer’s purchase invoice.

Scope of the Warranty

The Warranty covers Cartridge failure and certain types of damage caused by this failure, exhaustively listed herein. Failure may include printing defects, recognition problems, leakage, no printing, breakage or malfunction, at installation or during normal use of the Cartridge.

The Warranty also covers Cartridge failure caused by the printer manufacturer through a firmware update.

However, the Warranty does **not** cover:

- improper use of the Cartridge (handling errors, breakage caused by the Customer, etc.);
- abnormal use of the Cartridge. Cartridges are designed for office or home use in printers listed as compatible. Any other use is excluded from the Warranty;
- normal wear of the Cartridge:
 - **Laser:** the level or capacity indicated by the printer is authoritative;
 - **Inkjet:** if the ink level is indicated on the box, the same system as laser applies; otherwise, the actual number of printed pages, with proof;
- claims relating to possible differences (physical appearance, warning messages, possible differences in color rendering, etc.) compared with the OEM Cartridge;
- claims relating to printing on special media (labels, thick paper, etc.);
- Cartridges whose serial numbers and labels have been altered;
- defects caused by improper storage of the Cartridge at the Customer’s premises.

The Cartridge must be used as is. Any modification of the Cartridge by the Customer (refilling, chip replacement, etc.) automatically results in the loss of the Warranty.



I – Conditions of Application

1) Conditions for the Reseller in mainland France

To benefit from the Warranty, the Reseller must declare defective products and return them to Support following the established defective return procedure.

Support will then issue a credit note after receipt and inspection of the defective cartridges.

For overseas territories or abroad, the Reseller must contact the sales department.

2) Conditions for the Customer

To benefit from the Warranty, the Customer or the Reseller must contact Lama France via the contact form:

<https://savcartouches.com/>

A – Preliminary information

Preliminary information is mandatory in order to process the Customer's claim.

Refusal to provide this information automatically results in the loss of the Warranty.

To complete the form, the Customer must have available:

- the Cartridge(s) concerned;
- the serial numbers of the Cartridge(s);
- the purchase invoice showing the Reseller;
- the exact printer model;
- proof of defects (printout, error message, etc.);
- personal information (name, address, etc.).

B – Case number

After completing the contact form, a case number will be communicated to the Customer.

This number must be kept carefully for case follow-up.

II – Amicable Resolution for the Customer

A – Cartridge replacement

If a Cartridge is confirmed to be defective, a free replacement is offered to the Customer **only in mainland France**.

The new cartridge will be shipped to the Customer free of charge as soon as possible.

For overseas territories or abroad, the Customer must contact their Reseller.

B – Credit note

If replacement is impossible, Lama France will contact the Reseller so that a credit note can be issued to the Customer.

III – Damage Caused by the Cartridge to Another Object

A – To the printer

Lama France will offer the Customer compensation based on the printer purchase invoice, which may be depreciated depending on the printer's age.

Details of depreciation applied to printers are provided in the appendix.

Compensation is issued by Lama France to the Reseller.

To obtain this coverage, the following information must be provided:

- proof of purchase of the printer; failing this, the market launch date in the country of purchase and the recommended retail price will be used to calculate the credit amount;
- proof of purchase of the Cartridges;

LAMA FRANCE – Z.I. PERICA – 241, RUE DU COMPANET – 69140 RILLIEUX LA PAPE

Tél. : + 33 (0)4 37 85 18 21 – Fax : + 33 (0)4 78 88 06 61

SAS au capital de 600.000 € – 950 395 400 RCS LYON – APE 4652Z – SIRET 950 395 400 000 50 – N° TVA intracommunautaire FR 28950395400



- photo(s) showing the damage or problem;
- if requested by Lama France, documents proving proper printer maintenance (e.g. consumables status page, parts lifespan, etc.);
- the printer serial number and machine number.

Failure to provide requested information results in refusal of printer coverage under the Warranty.

Any technician intervention initiated by the Customer without Lama France's approval is not covered by the Warranty and will not be reimbursed.

Any attempt by the Customer to repair or troubleshoot the printer results in loss of coverage under the Warranty.

If Lama France's diagnosis concludes that the Cartridge is not the cause of the printer failure, the Customer will be referred to the printer manufacturer's warranty.

B – To other objects

The Warranty does not cover damage caused to other objects.

It is the Customer's responsibility to open and handle the Cartridge carefully, as with any object containing liquid that may cause stains, over an appropriate surface, and to handle it with care until installation in the printer.

IV – Consequences of Amicable Resolution

The defective Cartridge is replaced with a new cartridge whose Warranty runs from the original purchase date.

The defective Cartridge becomes waste and automatically loses its Warranty. It must be deposited by the Customer at a specialized collection point.

Lama France may also, at its discretion, provide the Customer with a prepaid return label to recover the Cartridge.

V – Disputes

A – Customer refusal of replacement

If the Customer refuses replacement of the Cartridge, the Warranty no longer applies.

The case is then forwarded to the sales department, which contacts the Reseller for application of the Warranty provisions.

Credit notes are issued within the framework of the Warranty and are always issued by the Reseller, in accordance with the law.

B – Dispute of diagnosis

If the Customer disputes the conclusions of Lama France's diagnosis, they may commission, at their own expense, a counter-expertise by an independent expert.

Not considered independent experts:

- the Customer, their family or relatives;
- third parties having a conflict of interest or family relationship with the Customer;
- third parties having known commercial ties with the printer manufacturer or OEM cartridge manufacturers (e.g. printer manufacturer after-sales service, authorized printer dealer, etc.);
- third parties having known commercial ties with Lama France competitors.

If the independence of the expert can be challenged, the results of the counter-expertise are deemed invalid.

If the counter-expertise ultimately determines that the Cartridge caused the failure of the Customer's equipment (printer, etc.), Lama France undertakes to provide repair or compensation under the conditions stated above.

C – Other disputes

Any Reseller claim relating to the processing of defective returns will not be accepted; Support inspection prevails. Any other request falls outside the scope of the Warranty.

If the Customer has not accepted amicable resolution, they remain free to invoke the legal warranties of the product with the Reseller from whom the Cartridge was purchased.

D – Competent court

The competent court for any dispute relating to the application of these terms is the **Court of Lyon**.

Appendix – Printer Depreciation

Printer age and value are calculated based on the printer purchase date and price, as evidenced by the invoice.

In the absence of such invoice:

- if the Customer can provide the printer serial number, the year of manufacture may be approximately determined in some cases (e.g. HP, Canon);
- otherwise, the printer's first market launch date in the country of purchase and its recommended retail price at launch are taken into account;
- the printer category (home inkjet or professional inkjet) is defined by the printer manufacturer.

Depreciation Table

Printer age	≤ 1 year	≤ 2 years	≤ 3 years	≤ 4 years	≤ 5 years	≤ 6 years	≤ 7 years	≤ 8 years
Home inkjet	New value	New value	-30%	-60%	€20 – flat rate			
Professional inkjet	New value	New value	New value	-30%	-60%	€20 – flat rate		
Laser	New value	New value	New value	-20%	-40%	-60%	-80%	€20 – flat rate