

Mimaki USA

Authorized Promotional Program Agreement

Buy It, Try It, Love It! Program Terms & Conditions

V6.0

11/03/2022

Promoter (referred to herein as 'MIMAKI'):

Mimaki USA, Inc.
150-A Satellite Blvd, NE
Suwanee, GA 30024

A. “Buy It. Try It. Love It!”: MIMAKI- Program Structure

Within the framework of the “Buy It. Try It. Love It!”: Mimaki 330 model series printer program End Users qualify with the purchase of an Mimaki JV330-160, CJV330-160, or TS330-1600 printer to participate in this Program and buy and use the product without risk.

The End User has a money-back-guarantee (subject to conditions) if the purchased qualifying 330 series MIMAKI solution has not met MIMAKI 330 series model published specifications up to 90 calendar days from purchase date.

The *Buy It, Try It, Love It!* Program, offered by MIMAKI, through MIMAKI Certified Dealers, is hereafter referred to as "**Program**".

End User participants

Only End User Customers are allowed to participate in this program, following referred to as “**End User**”.

Mimaki Certified Dealers may not submit claims on behalf of their customers.

Products

The eligible 330 series MIMAKI solutions purchased are referred in the following as “**Product(s)**”.

Only new MIMAKI products are eligible to be offered in the program. Demonstration products as well as remarketing or used products are excluded and cannot be purchased at a discounted rate through the program.

The Program is valid in respect of MIMAKI Products purchased between (start date) and (end date) from a MIMAKI certified dealer. The period of the Program cannot be extended.

The Program is not valid if the MIMAKI Products will be resold or rented to a third party.

The End User may participate with multiple MIMAKI Products during the period of the Program and may receive benefit of additional “Loyalty Consideration” as communicated in the *Pricing & Consideration Schedule*.

End Users can add additional qualifying printers in the first sixty (60) days of the program and receive the “Loyalty Consideration” benefit package for ALL the machines purchased. (example: if an End User Buys a single unit, makes a determination that they like the unit within the first sixty days, they can buy an additional unit or units and receive the “Loyalty Consideration” pricing for both the initial machine and any additional machine(s) purchased in the program period.

Service & Support

The Product installation will be handled directly by Mimaki. Service and Support will be handled directly by MIMAKI during the Program period following MIMAKI Warranty Rules & Guidelines. Once the Program period expires, service and support will be transitioned to the initially named MIMAKI Certified Dealer on record. Warranty information can be found at: [Total Care warranty terms and conditions for USA and Canada](#)

Ink & Consumables

During the Program period the End User will purchase Ink and other consumables directly from the MIMAKI Certified Dealer.

B. Program rules and requirements

The Program is valid in North America and purchased in US Dollars.

The Program agreement between MIMAKI through a Certified Mimaki Dealer and the End User is achieved through the acceptance of the terms and conditions in course of the registration process on the Program web page <https://marketing.lexjet.com/mimaki-wide-format-success>

This Program cannot be used in conjunction with other sale promoting measures from or special agreements with MIMAKI that are offered at the same time.

The purchase price of the hardware solution listed on the invoice will be paid by the listed Certified Mimaki Dealer to the End User (subject to conditions) in the case of return. Other hardware, software, consumables, and services are excluded from the reimbursement. Other costs are not reimbursed by and cannot be claimed from MIMAKI or Mimaki Certified Dealers.

Customer is responsible for providing a computer meeting the stated specifications for the printer software. Inability to provide an adequate computer is not an eligible issue for refund.

MIMAKI only accepts complete and undamaged returns in original packaging. No refund is made without the original packaging.

The MIMAKI Product must be returned complete and undamaged in the original packaging and with all original accessories included at time of purchase of the MIMAKI Product (such as but not limited to used ink cartridge, cleaning cartridge, accessories kit, start-up kit, software, dongles, in the instance of printers, other detachable parts, manuals, network adapter, CDs, cables, power supplies, etc...).

Incomplete or damaged returns cannot be, or are only partially, refunded.

Purchased inks are not eligible for refund.

MIMAKI Products returned to MIMAKI or MIMAKI Certified Dealer must not be contaminated with biological, chemical, or radioactive materials.

The MIMAKI Product(s) for return must be located at the single initial installation location within North America where the End User registered to the Program.

Applications for collection of MIMAKI products in offshore locations cannot be accepted.

The ownership of the MIMAKI Product(s) will be transferred to MIMAKI upon handover of the product to the designated MIMAKI Certified Dealer.

The delivery of the MIMAKI Product(s) to MIMAKI Certified Dealer designated carrier shall be final and effective to transfer title of such product to MIMAKI's handling house free and clear of all liens and encumbrances.

The MIMAKI Product(s) defined in the web registration under the program must be handed over to MIMAKI to qualify. After receipt by MIMAKI's Certified Dealer, no MIMAKI Product(s) (including accessories) can be returned to the end user. These MIMAKI Product(s) remain the property of MIMAKI or the MIMAKI Certified Dealer.

The MIMAKI Product(s) must match the details provided during the registration process. If they do not match, MIMAKI and/or MIMAKI Certified Dealer reserves the right not to pay any refund or to debit the difference between the stated and received MIMAKI Product when the refund value is less.

C. Program Steps and Timing

The End User can register, obtain information about the program, on the web site <https://marketing.lexjet.com/mimaki-wide-format-success>

A MIMAKI Certified Dealer will be selected by the End User and Product purchase will be made through the MIMAKI Certified Dealer.

Initial step will be to submit a completed CIT credit application.

Upon acceptance of the application by CIT (lender) a normal dealer product purchase through MIMAKI will occur. This purchase will initiate the coordination of shipment, installation, and training will be initiated.

The End User can register, obtain information about the program, and request the product return on the web site <https://marketing.lexjet.com/mimaki-wide-format-success>

Machine registrations must be submitted online, within 5 days after date of installation.

The date of the certified dealer invoice shall be considered as the date of purchase.
The date of installation report will be considered the date of installation.

Acceptance of the Product(s) will drive the promotional pricing and other considerations of the specific transaction based on the included *Pricing & Consideration Schedule*.

Pricing & Consideration Schedule:

Acceptance	Quantity	EU % of		EU % of		EU % of		Warranty	Restocking Per Unit Fee
		CJV330-160	MSRP	JV330-160	MSRP	TS330-1600	MSRP		
1-30 Days	(1)	\$ 26,495.00	88%	\$ 25,075.60	88%	\$ 24,635.60	88%	2 years of Coverage*	\$600
31-60 Days	(1)	\$ 28,495.00	95%	\$ 27,070.00	95%	\$ 26,595.25	95%	2 years of Coverage*	\$1,200
61-90 Days	(1)	\$ 29,995.00	100%	\$ 28,495.00	100%	\$ 27,995.00	100%	2 years of Coverage*	\$1,800
Bulk Units / Loyalty Consideration									Restocking per Unit, per Month Fee
2-3 units		\$ 25,832.63	86%	\$ 24,448.71	86%	\$ 24,019.71	86%	2 years of Coverage*	\$600
4-5 units		\$ 25,170.25	84%	\$ 23,821.82	84%	\$ 23,403.82	84%	2 years of Coverage*	\$600
5+ units		\$ 24,640.35	82%	\$ 23,320.31	82%	\$ 22,911.11	82%	2 years of Coverage*	\$600

* 1 year of Total Care & 1 year of Parts Plus
** 1 year of Total Care & 2 years of Parts Plus

Must take from Mimaki inventory .

Additional units added in the Acceptance period will be calculated at BULK / Loyalty rate for ALL units, if done <60 days.

The date that the signed acceptance of the Product(s) is received at the email address of info@lexjet.com will be considered the date of acceptance, and will trigger the appropriate pricing, and subsequent credit based on the above schedule.

90 DAYS

The application to return the MIMAKI Product must be made prior to the 90th calendar day after the date of installation.

Summary of Reason for Return should be written and submitted to info@lexjet.com

- Returns maybe granted if the solution does not meet MIMAKI product specifications, after MIMAKI has had reasonable time to address and correct any deviation from the product specification.
- The Mimaki Certified Dealer may provide printed samples or an equipment demonstration to establish print media compatibility and print quality standards. Return requests based on untested or unsampled media will not be accepted.

The proof of purchase must contain the following information:

- Name and address of the Purchaser
- Name and address of the Seller, in accordance with the statement on the letterhead
- Model and serial number of the MIMAKI Product(s).
- End User signed Installation Report

End users who did not provide MIMAKI with all mandatory information will be notified via email and offered the opportunity to provide the missing items within 7 calendar days. If the End User still fails to comply with the terms and conditions, the request will be rejected.

Upon approval of return application, an invoice will be issued for the restocking fee. Payment terms of the restocking fee will be due upon receipt. Restocking fees are listed in the *Pricing & Consideration Schedule* for single units, for multiple units the fee is \$600 per unit, per month or partial month (calculated as a complete month) the Products were installed on the End User site.

On the agreed date, MIMAKI will dispatch a carrier to the address the End User advised during registration. If it is not possible for said carrier to come on the agreed date, carrier will contact the End User to agree a new date.

The charges for the collection are carried by MIMAKI.

The shipping label provided with the registration must be attached to the outside of the box and should remain easily accessible even when stacked on a pallet.

It is recommended to secure the label with transparent shipping tape from being ripped off the box.

Photographs of all sides of the freight ready crate must be submitted prior to releasing the crate to the carrier for pickup.

For Printer products, all ink and cleaning cartridges are not eligible for return.

If a product other than that stated in the web registration has been returned to the MIMAKI Certified Dealer, MIMAKI or the MIMAKI Certified Dealer is entitled to charge the end user the incurred costs for the return.

The period between acceptance of the request to return and the readiness for collection of the MIMAKI Product(s) must not exceed 10 calendar days.

The refund value is paid by the named MIMAKI Certified Dealer to the End User. The payment will be made by electronic bank transfer within 45 calendar days after receipt of the MIMAKI Products at the MIMAKI Certified Dealer.

Invoicing for reimbursement

This Program requires the acceptance of a self-billing invoice by the End user. To ensure consistent and valid invoicing MIMAKI creates a proposed self-billing invoice on behalf of the End User and sends it to the End User for acceptance.

Once the proposed self-billing invoice is accepted by the End User then MIMAKI will make the respective payment and issue final corresponding invoice under these Terms and Conditions.

A failure to send a valid acceptance of the proposed self-billing invoice will result in the claim being rejected and invalidates the participation in the Program.

For questions regarding the program or the status of your claim, please email: info@lexjet.com

Alternatively, for claim status lookup, please check the URL available with the Confirmation email.

D. Disclaimers

By completing the Program registration process End Users confirm acceptance of these terms and conditions.

MIMAKI reserves the right to disqualify incomplete, altered, or illegible claims.

End Users proved to have entered fraudulent claims will be excluded. MIMAKI & MIMAKI Certified Dealers reserve the right to take legal action.

In addition to the invoice for the purchased MIMAKI Product, MIMAKI reserves the right to request from the reseller/End User Customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes, etc...)

MIMAKI reserves the right to audit all requests to ensure that the terms and conditions of this Program have been met and to request additional information regarding any and all claims and supporting documents.

In the event of incorrect payments made by MIMAKI the End User shall repay any such incorrect payment not later than 28 days after receipt of written notice from MIMAKI.

The End User agrees to hold MIMAKI free from the responsibility of any liability, claims, damages, and tax liabilities that might arise in such circumstances.

MIMAKI is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the End User from or otherwise obstructs him/her in participating in the Program.

MIMAKI shall not be liable for any loss, damage or injury of any nature howsoever caused to End users pursuant to this Program. However, nothing in these terms shall act so as to exclude or restrict MIMAKI's liability for death or personal injury of End users proven to be caused by MIMAKI's negligence.

MIMAKI shall not be liable for any loss of media, material, other consumables, incomplete billable jobs, or billable time.

MIMAKI reserves the right to amend the terms of this Program at any time without notice.

MIMAKI may cancel this Program without notice and with immediate effect where required to do so, for legal or commercial reasons arising from applicable laws.

The payment will be made upon MIMAKI's satisfaction that the End User has fully complied with these terms and conditions and the associated instructions.

The decisions of MIMAKI in respect of any and all aspects of the Program will be final and binding. This Program is subject to the laws of the country the End User registered to the program. In case of dispute, the courts of the locale of the Promoter will have jurisdiction.

If an MIMAKI Product is returned (thus revoking the sales contract) no claim may be made for Reimbursement. In case the Refund value has already been paid, it must be fully paid back.

Where the payment constitutes a taxable benefit, all tax liability lies with the End user.

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SIGNATURE OF ACCEPTANCE

As the person submitting this application form, you represent and warrant that you have the authority to provide the information required and to submit this application and the list disclaimers. The statements provided in this application and in the attached documents are true and complete to the best of my knowledge. I also understand that information submitted in the application will be treated as commercial in confidence by Mimaki Engineering Co. Ltd., Mimaki USA Inc. and that my providing inaccurate and / or false information may be grounds for Mimaki to terminate any future business arrangements. I acknowledge that if this application is approved that I will need to sign and initial all attached and relevant Addendums.

Distribution of this document to unauthorized parties is strictly prohibited and is a violation of Mimaki confidentiality.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement on the date first written above.

Mimaki USA	End User: _____ _____
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: